



Customer Distribution

**Our Order Number:** K70535240

**Date:** 04-07-2017

**Property Address:** 11995 KIOWA-BENNETT ROAD, KIOWA, CO 80117

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**For Title Assistance**  
CUSTOMER RESPONSE  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4141 (phone)  
303-393-4842 (fax)  
response@ltgc.com

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**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

AUCTION BOULEVARD  
Attention: DOUG CARPENTER  
970-623-6999 (work)  
doug@auctionblvd.com  
Delivered via: Electronic Mail

MIDFIRST BANK  
Attention: JENNIFER SHERMAN  
101 COOK STREET  
DENVER, CO 80206  
303-376-3882 (work)  
303-376-3830 (work fax)  
jennifer.sherman@midfirst.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535240

Date: 04-07-2017

Property Address: 11995 KIOWA-BENNETT ROAD, KIOWA, CO 80117

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: RICK L. HUNT, SUBJECT TO ADMINISTRATION IN THE ESTATE OF RICK L. HUNT,  
DECEASED, UNDER THE COLORADO PROBATE CODE

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title Insurance Fees  |                 |
|---|-----------------|
| TBD Commitment  | \$383.00        |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                 |
| <b>Total</b>  | <b>\$383.00</b> |
| <b>THANK YOU FOR YOUR ORDER!</b>  |                 |

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** K70535240

**Customer Ref-Loan No.:**

**Property Address:**

11995 KIOWA-BENNETT ROAD, KIOWA, CO 80117

**1. Effective Date:**

03-30-2017 At 05:00:00

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$230,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE AS TO PARCEL A  
AN EASEMENT INTEREST AS TO PARCEL B

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

RICK L. HUNT, SUBJECT TO ADMINISTRATION IN THE ESTATE OF RICK L. HUNT, DECEASED,  
UNDER THE COLORADO PROBATE CODE

**5. The Land referred to in this Commitment is described as follows:**

PARCEL A:

A PARCEL OF LAND IN SECTION 21, TOWNSHIP 6 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21,  
THENCE NORTH 00 DEGREES 36 MINUTES 44 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 2130.09 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 00 DEGREES 36 MINUTES 44 SECONDS EAST ALONG SAID EAST SECTION LINE, A DISTANCE OF 802.67 FEET;  
THENCE SOUTH 87 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 588.52 FEET;  
THENCE NORTH 84 DEGREES 45 MINUTES 55 SECONDS WEST, A DISTANCE OF 575.41 FEET;  
THENCE NORTH 89 DEGREES 39 MINUTES 58 SECONDS WEST, A DISTANCE OF 2104.53;  
THENCE SOUTH 00 DEGREES 36 MINUTES 44 SECONDS WEST, A DISTANCE OF 802.64 FEET;  
THENCE SOUTH 89 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 3265.45 FEET TO THE POINT OF BEGINNING,  
COUNTY OF ELBERT, STATE OF COLORADO.

PARCEL B:

AN ACCESS EASEMENT IN THE SOUTHWEST 1/4 OF SAID SECTION 21, AND IN THE ADJOINING SOUTHEAST 1/4 OF SECTION 22, BEING A STRIP OF LAND 60.00 FEET WIDE, THE CENTERLINE IS DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21;  
THENCE NORTH 89 DEGREES 41 MINUTES 28 SECONDS EAST, A DISTANCE OF 490.66 FEET;  
THENCE NORTH 14 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 41.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THE KIOWA-BENNETT ROAD, BEING THE POINT OF

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** K70535240

**Customer Ref-Loan No.:**

BEGINNING OF SAID EASEMENT;  
THENCE CONTINUING NORTH 14 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 131.61 FEET;  
THENCE NORTH 28 DEGREES 48 MINUTES 24 SECONDS WEST, A DISTANCE OF 507.21 FEET;  
THENCE NORTH 34 DEGREES 39 MINUTES 14 SECONDS WEST, A DISTANCE OF 439.21 FEET;  
THENCE NORTH 29 DEGREES 35 MINUTES 15 SECONDS WEST, A DISTANCE OF 632.77 FEET;  
THENCE NORTH 42 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 397.75 FEET;  
THENCE NORTH 06 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 191.03 FEET;  
THENCE NORTH 20 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 135.17 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED ABOVE, AND THE POINT OF TERMINUS, EXTENDING AND SHORTENING SAID SIDELINES TO ELIMINATE OVERLAPS AND GAPS,  
COUNTY OF ELBERT, STATE OF COLORADO.

THE BASIS OF ALL BEARINGS IS THE EAST LINE OF SAID SECTION 21, BEING NORTH 00 DEGREES 36 MINUTES 44 SECONDS EAST.

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** K70535240

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. ORDER OF DISMISSAL ISSUED BY THE CLERK OF DISTRICT COURT IN AND FOR THE COUNTY OF ELBERT OF CIVIL ACTION NO. 2015 PR 30029 IN THE MATTER OF THE ESTATE OF: RICK L. HUNT, DECEASED AND BRAIN PINGEL, DEVISEE/PETIONER NOTICE OF LIS PENDENS RECORDED MARCH 21, 2017, IN BOOK 776 AT PAGE [80](#).
2. COPY OF LETTERS CERTIFIED BY A COLORADO COURT EVIDENCING THE APPOINTMENT OF A PERSONAL REPRESENTATIVE IN THE ESTATE OF RICK L. HUNT, DECEASED.
3. PERSONAL REPRESENTATIVE'S DEED TO A BUYER TO BE DETERMINED IN THE ESTATE OF RICK L. HUNT, DECEASED.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A SATISFACTORY LIEN AFFIDAVIT AT CLOSING.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: K70535240

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 08, 1902 IN BOOK 23 AT PAGE [422](#).  
  
(AFFECTS THE SOUTHWEST 1/4 OF SECTION 22)
9. RESERVATION BY THE UNITED STATES OF ALL MINERAL LANDS NOT CONSTRUED TO INCLUDE COAL AND IRON LAND IN PATENT RECORDED JUNE 17, 1902 IN BOOK 38 AT PAGE [51](#).  
  
(AFFECTS THE NORTH 1/2 AND SOUTHWEST 1/4 OF SECTION 21)
10. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
  - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
  - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 01, 1902, IN BOOK 33 AT PAGE [36](#).  
(AFFECTS THE NORTH 1/2 AND THE SOUTHWEST 1/4 OF SECTION 21)
11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** K70535240

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 22, 1903 IN BOOK 41 AT PAGE [82](#).

(AFFECTS THE SOUTHEAST 1/4 OF SECTION 21)

12. RIGHT OF WAY GRANTED TO BOARD OF COUNTY COMMISSIONERS AS EVIDENCED IN INSTRUMENT RECORDED FEBRUARY 05, 1951 IN BOOK 205 AT PAGE [544](#).

13. OIL AND GAS LEASE RECORDED APRIL 13, 1977 IN BOOK 306 AT PAGE [140](#).

14. QUIT-CLAIM DEED CONVEYING MINERAL INTEREST TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED APRIL 15, 1971 IN BOOK 277 AT PAGE [152](#) AND JANUARY 10, 1992 IN BOOK 451 AT PAGE [962](#).

(AFFECTS THE WEST 1/2 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21)

15. OIL AND GAS LEASE WITH WEBB RESOURCES INC. RECORDED SEPTEMBER 22, 1978 IN BOOK 317 AT PAGE [818](#) AND RECORDED OCTOBER 16, 1978 IN BOOK 318 AT PAGE [463](#).

(AFFECTS THE SOUTHWEST 1/2 OF SECTION 22 AND THE SOUTHEAST 1/4 OF SECTION 21)

16. RESERVING TO THE GRANTOR HEREIN, HER HEIRS AND ASSIGNS AN UNDIVIDED 1/4TH NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS OWNED BY GRANTOR, THAT ARE PRODUCED AND MARKETED, FOR A PERIOD OF 10 YEARS FROM DATE OF THIS DEED. IF PRODUCTION OCCURS DURING THE 10 YEAR PERIOD, THE RESERVATION IS TO CONTINUE AS LONG THEREAFTER ANY OF THE MINERALS ARE PRODUCED AND MARKETED. UPON TERMINATION OF THE RESERVATION PERIOD, THIS RESERVED ROYALTY INTEREST AUTOMATICALLY REVERTS TO THE THEN SURFACE OWNER OR OWNERS AS EVIDENCED IN DEEDS RECORDED MAY 03, 1993 IN BOOK 470 AT PAGES [300](#) AND [305](#), AND RECORDED MAY 14, 1993 IN BOOK 471 AT PAGE [58](#).

17. OIL AND GAS LEASE BETWEEN HUNT INVESTMENTS AND HS RESOURCES, INC. RECORDED APRIL 11, 1995 IN BOOK 516 AT PAGE [92](#).

18. EASEMENT, RIGHT OF WAY AND SURFACE USE AGREEMENT RECORDED MAY 04, 1995 IN BOOK 517 AT PAGE [571](#).

19. RIGHTS OF WAY FOR AND RIGHTS OF OTHER TO ACCESS EASEMENTS DESCRIBED IN DEED RECORDED AUGUST 23, 1996 IN BOOK 553 AT PAGE [199](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).

21. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE [934](#).

22. OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [541](#).



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.





**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer, Jr.  
President



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary