

Customer Distribution

Our Order Number: K70535213-3

Date: 06-05-2017

Property Address: TBD COUNTY ROAD 174 (VACANT LAND), ELIZABETH, CO 80134

For Title Assistance
BRENDA BECKER
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-660-2881 (phone)
303-393-4842 (fax)
bbecker@ltgc.com

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

Attorney for Seller

HOLLAND & HART LLP Attention: LISA PRODANOVICH 1800 BROADWAY #300 ONE BOULDER PLAZA BOULDER, CO 80302 303-473-2726 (phone) 303-473-2700 (work) 303-473-2720 (work fax) Improdanovich@hollandhart.com Delivered via: Electronic Mail HOLLAND & HART LLP Attention: MARC PAINTER 1800 BROADWAY #300 ONE BOULDER PLAZA BOULDER, CO 80302 303-473-2700 (work) 303-473-2720 (work fax) mpainter@hollandhart.com Delivered via: Electronic Mail

HOLLAND & HART LLP Attention: MARGOT EDWARDS msedwards@hollandhart.com Delivered via: Electronic Mail

Attention: MATT NICHOLS AND CHUCK HARTOG mnichols@surveysystems.net,chartog@surveysystems.net Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535213-3 Date: 06-05-2017

Property Address: TBD COUNTY ROAD 174 (VACANT LAND), ELIZABETH, CO 80134

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at 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.	
Total	\$383.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT Old Republic National Title Insurance Company Schedule A

Order Number: K70535213-3

Customer Ref-Loan No.:

Property Address:

TBD COUNTY ROAD 174 (VACANT LAND), ELIZABETH, CO 80134

1. Effective Date:

05-09-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

Proposed Insured:

A BUYER TO BE DETERMINED

\$50,000.00

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

ALL OF SECTION 17;

THE NORTHWEST 1/4 OF SECTION 20, EXCEPT THAT PORTION CONVEYED BY INSTRUMENT RECORDED DECEMBER 18, 2003 IN BOOK 654 AT PAGE 270;

THE SOUTHWEST 1/4 OF SECTION 20 AND

ALL OF SECTION 29

ALL IN TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO

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

(Requirements)

Order Number: K70535213-3

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. RELEASE OF DEED OF TRUST DATED JUNE 22, 2002, FROM HUNT FAMILY, LLC TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY TO SECURE THE SUM OF UNKNOWN RECORDED JULY 05, 2002, IN BOOK 631 AT PAGE 348, UNDER RECEPTION NO. 421032.

NOTE: THIS DEED OF TRUST ENCUMBERS NONTRIBUTARY AND NOT-NONTRIBUTARY GROUNDWATER RIGHTS AND RELATED INFRASTRUCTURE EASEMENTS ONLY.

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. WARRANTY DEED FROM HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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: K70535213-3

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. EXISTING LEASES AND TENANCIES.
- 9. 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, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED APRIL 09, 1900, IN BOOK 33 AT PAGE $\underline{10}$.

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE 955

(AFFECTS SECTION 29)

10. 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 17, 1903 IN BOOK 41 AT PAGE 35.

(AFFECTS THE SOUTHWEST 1/4 SECTION 20)

Old Republic National Title Insurance Company Schedule B-2

(Exceptions)

Order Number: K70535213-3

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:

- 11. 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, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED JANUARY 21, 1907, IN BOOK 33 AT PAGE 124.

QUIT CLAIM DEED RECORDED JULY 17, 1995 IN BOOK 522 AT PAGE $\underline{541}$ AND RECORDED NOVEMBER 20, 1998 IN BOOK 583 AT PAGE $\underline{551}$

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE 949.

(AFFECTS SECTION 17)

12. 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 AUGUST 31, 1909 IN BOOK 41 AT PAGE 383.

(AFFECTS THE NORTHWEST 1/4 SECTION 20)

- 13. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JUNE 15, 1960, IN BOOK 243 AT PAGE 72, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AS DESCRIBED THEREIN.
- 14. RESERVATION BY S. A. OLSEN AKA S. ALFRED OLSEN OF ALL MINERALS AS DESCRIBED IN DEED RECORDED MARCH 19, 1971 IN BOOK 276 AT PAGE 513.

(AFFECTS THE SOUTHWEST 1/4 SECTION 20)

- 15. OIL AND GAS LEASE RECORDED MAY 21, 1976 IN BOOK 300 AT PAGE <u>831</u>, ALONG WITH ANY AND ALL ASSIGNMENTS AND INTERESTS THEREIN.
- 16. OIL AND GAS LEASE RECORDED AUGUST 01, 1977 IN BOOK 309 AT PAGE 187, ALONG WITH ANY AND ALL ASSIGNMENTS AND INTERESTS THEREIN.
- 17. OIL AND GAS LEASE RECORDED SEPTEMBER 23, 1980 IN BOOK 334 AT PAGE 197, ALONG WITH ANY AND ALL ASSIGNMENTS AND INTERESTS THEREIN.
- 18. RIGHT OF WAY EASEMENT AS GRANTED TO BUCKEYE NATURAL GAS COMPANY IN INSTRUMENT RECORDED OCTOBER 03, 1984, IN BOOK 373 AT PAGE 313.

(AFFECTS THE SOUTHWEST 1/4 SECTION 20)

19. TERMS, CONDITIONS AND PROVISIONS, BURDENS AND OBLIGATIONS SPECIFIED UNDER

Old Republic National Title Insurance Company Schedule B-2

(Exceptions)

Order Number: K70535213-3

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:

MEMORANDUM OF AGREEMENT (HUNT FAMILY #2 WATER) BETWEEN HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY AND ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE 846.

- 20. TERMS, CONDITIONS AND PROVISIONS, BURDENS AND OBLIGATIONS SPECIFIED UNDER AGREEMENT FOR WATER SERVICE BETWEEN HUNT FAMILY LLC AND THE ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE 141.
- 21. AN INGRESS AND EGRESS EASEMENT GRANTED TO SHANE L. HUNT AND KAREN J. HUNT AS DESCRIBED IN INSTRUMENT RECORDED DECEMBER 18, 2003 IN BOOK 654 AT PAGE 270.
- 22. ACCESS AND UTILITY EASEMENT GRANTED TO RCI DEVELOPMENT PARTNERS, INC., A COLORADO CORPORATION RECORDED JULY 14, 2005 IN BOOK 673 AT PAGE 912.
- 23. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED DECEMBER 02, 2005, IN BOOK 678 AT PAGE 914 AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN..
 - MEMORANDUM OF INTEREST RECORDED OCTOBER 18, 2006 IN BOOK 688 AT PAGE 703.
- 24. THE EFFECT OF RESOLUTION NO. 07-03 RECORDED JANUARY 17, 2007 IN BOOK 691 AT PAGE 74.
- 25. THE EFFECT OF SPRING VALLEY VISTAS PUD EXHIBIT, RECORDED MARCH 28, 2007, UNDER RECEPTION NO. 201203.
- 26. THE EFFECT OF PRELIMINARY PLAT A OF SPRING VALLEY VISTAS, RECORDED MARCH 28, 2007, UNDER RECEPTION NO. 201204.
- 27. RIGHTS OF WAY FOR AND RIGHTS OF OTHERS TO COUNTY ROADS 186, 21 AND 174.
- 28. OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE <u>542</u>, ALONG WITH ANY AND ALL ASSIGNMENTS AND INTERESTS THEREIN.
- 29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 20, 2012 IN BOOK 741 AT PAGE 463.
- 30. THE EFFECT OF MINERAL DEED, RECORDED DECEMBER 05, 2013, IN BOOK 749 AT PAGE 295.



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

-Since 1967-

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.

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.
- 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

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



INVOICE

Land Title Guarantee Company 5975 Greenwood Plaza Blvd Suite 125 Greenwood Village, CO 80111 303-270-0445

MIDFIRST BANK

101 COOK ST DENVER, CO 80206

Reference

Your Reference Number: TBD Commitment - 70535213

Our Order Number: CC-160327 Our Customer Number: 24923

Invoice Requested by:

Invoice (Process) Date: April 06, 2017
Transaction Invoiced By: Web Services
Email Address: invoicing@ltgc.com

Invoice Number: CC-160327 Date: April 06, 2017

Order Number: 70535213

Property Address: TBD COUNTY ROAD 174 (VACANT LAND) ELIZABETH 80134

Buyer/Borrower: A Buyer To Be Determined

Invoice Charges

Service: TBD Commitment \$383.00

Ref: 70535213

Addr: TBD COUNTY ROAD 174 (VACANT LAND)

Party: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY

COMPANY

\$383.00 Total Amount Invoiced: \$0.00

Less Payment(s): \$383.00

Balance Due:

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.

Please reference Invoice Number CC-160327 on your Payment