

WARE MALCOMB

ARCHITECTURE | PLANNING | INTERIORS
BRANDING | CIVIL ENGINEERING

August 1, 2018

Town of Erie, Colorado
Community Development Department
645 Holbrook Street, P.O. Box 750
Erie, CO 80516

Re: Rex Ranch Filing No. 1, 2 and 3, PUD Zoning Map Amendment

To Whom It May Concern:

Please accept the enclosed Rex Ranch Filing No. 1, 2, and 3, PUD Zoning Map Amendment submittal documents for review. The site consists of a parcel of land that is located in the north half of the northeast quarter of Section 26, Township 1 North, Range 69 West of the Sixth Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

- The submitted PUD Zoning Map Amendment documents are for review and acceptance of the proposed Rex Ranch Filing No. 1, 2 and 3 residential development project. The Filing No. 1, 2 and 3 project includes developing approximately 68 acres with single family residential lots.
- Lot sizes, totals, tracts and density are not changing with this Amendment.
- Proposed variations to the zone district standards are as follows:
 - o Front, side and rear setbacks shall allow for encroachments up to 2 feet beyond the building foundations for above grade eaves.
 - o Side setbacks shall allow for encroachments up to 3 feet beyond the building foundations for below grade window wells.

No density changes are proposed with this amendment. Utilities, public services, open spaces, tracts and trails will all remain the same with this amendment. No mineral rights will be affected by this amendment as well.

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We look forward to working with the Town of Erie staff on this application and project. Please let us know if you have any questions or comments.

Sincerely,

Greg Blount

Greg Blount, PE
Project Manager
Ware Malcomb



JANSEN STRAWN
CONSULTING ENGINEERS
A WARE MALCOMB COMPANY

September 25, 2018

Town of Erie, Colorado
645 Holbrook St., P.O. Box 750
Attn: Chris LaRue, Senior Planner

Re: Rex Ranch Zoning Map Amendment

Dear Chris:

Below you will find our responses to the Town of Erie Planning & Development comments in [Blue](#).

Planning Comments:

1. See attached redlines to the PUD. Make sure to make corrections throughout the document based upon the first sheet.

Response: The plans have been updated based on the redline comments.

2. Update the written explanation to state Rex Ranch Zoning Map Amendment.
 - a. Also update the explanation to only reference and allow encroachments for eaves and below grade window wells.

Response: The narrative has been updated to say Rex Ranch Zoning Map Amendment. The explanation has also been revised to state only encroachments for eaves and below grade window wells are allowed.

Should you have any questions or comments, please feel free to contact me at (303) 561-3333.

Sincerely,

Greg Blount

Greg Blount, PE
Project Manager
Ware Malcomb

**TOWN OF ERIE**

Community Development Department – Planning Division
 645 Holbrook Street – PO Box 750 – Erie, CO 80516
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: www.erieco.gov

LAND USE APPLICATION

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY

FILE NAME: _____

FILE NO: _____

DATE SUBMITTED: _____

FEES PAID: _____

PROJECT/BUSINESS NAME: Rex Ranch Filing No. 1 and 2 PUD Amendment

PROJECT ADDRESS: 2839 N 119th Street, Lafayette, CO 80026

PROJECT DESCRIPTION: PUD Amendment for 122 single-family lots

LEGAL DESCRIPTION (attach legal description if Metes & Bounds)

Subdivision Name: Rex Ranch Filing No. 1 and 2

Filing #: 1 and 2 Lot #: NA Block #: NA Section: 26 Township: 1 North Range: 69 West

OWNER (attach separate sheets if multiple)

Name/Company: HT Flatiron LP

Contact Person: Dave Klebba

Address: 1125 17th Street, Suite 700

City/State/Zip: Denver, CO 80202

Phone: 720-932-0522

Fax: _____

E-mail: dave.klebba@hines.com

AUTHORIZED REPRESENTATIVE

Company/Firm: Ware Malcomb

Contact Person: Greg Blount

Address: 990 South Broadway, Suite 230

City/State/Zip: Denver, CO 80209

Phone: 303-561-3333

Fax: _____

E-mail: gblount@waremalcomb.com

MINERAL RIGHTS OWNER (attach separate sheets if multiple)

Name/Company: _____

Address: _____

City/State/Zip: _____

MINERAL LEASE HOLDER (attach separate sheets if multiple)

Name/Company: _____

Address: _____

City/State/Zip: _____

LAND-USE & SUMMARY INFORMATION

Present Zoning: LR

Proposed Zoning: LR

Gross Acreage: 65.5

Gross Site Density (du/ac): 1.86 du/ac

Lots/Units Proposed: 122

Gross Floor Area: NA

SERVICE PROVIDERS

Electric: Xcel Energy

Metro District: Flatiron Meadows Metro District

Water (if other than Town): Town of Erie

Gas: Xcel Energy

Fire District: Mountain View Fire Protection District

Sewer (if other than Town): Town of Erie

PAGE TWO MUST BE SIGNED AND NOTARIZED

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input checked="" type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
SPECIAL REVIEW USE		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	VARIANCE	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	
		\$ 10,000.00	
All fees include both Town of Erie Planning & Engineering review. These fees do not include referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: HT FLATIRON LP. [Signature] Date: 5/18/2018

Owner: _____ Date: _____

Applicant: _____ Date: _____

STATE OF COLORADO)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 18 day of May, 2018, by DAVID KIEBGA.

My commission expires: 11-19-21.
Witness my hand and official seal.

Tammi S. Thomas
Notary Public

May 24, 2018

Town of Erie
Community Development Department – Planning Division
645 Holbrook Street
PO Box 750
Erie, Colorado 80516

Re: Rex Ranch Filing 1 and 2 PUD Amendment

HT Flatiron LP, the land owner of the Rex Ranch Development, hereby authorizes Greg Blount of Ware Malcomb to make applications to the Town of Erie for PUD Amendment submittals within the Rex Ranch Development on behalf of HT Flatiron LP.

Please contact the undersigned at 720-932-0522 or by email at dave.klebba@hines.com if you have any questions or need any additional information

Sincerely,




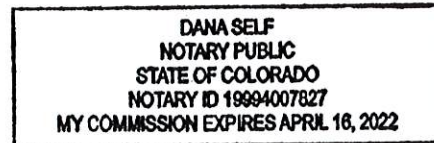
Dave Klebba
HT Flatiron LP

STATE OF COLORADO)
CITY OF DENVER) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of May, 2018, by Dave Klebba as Vice President of HT Flatiron LP.

Witness my hand and official seal.

My Commission expires: 4/16/22


Notary Public



Chicago Title • Commonwealth Land Title Company • Fidelity National Title • Heritage Title Company

8055 E Tufts Ave, #300
Denver, CO 80237
Phone: (303) 291-9977

DATE: July 10, 2018
FILE NUMBER: 100-N0012985-020-PN, Amendment No. 3
PROPERTY ADDRESS: Rex Ranch Filing No. 1, Erie, CO
BUYER/BORROWER: To Be Determined
OWNER(S): HT Flatiron LP, a Delaware limited partnership
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 1465-260-02-003

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Peppy Newton PHONE: (720) 200-1237 FAX: (303) 633-7720 E-MAIL: pnewton@fnf.com
Escrow Assistant	ATTN: Loretta Mosbarger PHONE: (720) 200-1228 E-MAIL: lmosbarger@fnf.com
Title Officer	ATTN: Darrin Kunselman PHONE: (720) 200-1233 E-MAIL: darrin.kunselman@fnf.com
Sales Executive	ATTN: Robert Masten E-MAIL: robert.masten@fnf.com
TO: Calibe-Engineering	ATTN: Brian Moss PHONE: FAX: E-MAIL: BMoss@calibre-engineering.com
TO: Hines 1515 Wynkoop Street Suite 800 Denver, CO 80202	ATTN: Dave Klebba PHONE: (720) 932-0522 FAX: (000) 000-0000 E-MAIL: Dave.Klebba@hines.com
TO: Hines 1515 Wynkoop Street Suite 800 Denver, CO 80202	ATTN: Chad Murphy PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: Chad.Murphy@hines.com
TO: National Commercial Services Main 8055 E Tufts Ave #300 Denver, CO 80237	ATTN: Peppy Newton PHONE: (303) 291-9977 FAX: (303) 633-7720 E-MAIL: pnewton@fnf.com

END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 100-N0012985-020-PN, Amendment No. 3

1. Effective Date: July 5, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$100,000.00
Purchaser with contractual rights under a Purchase Agreement with the vested owner	
(b) None	\$0.00

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

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

[HT Flatiron LP, a Delaware limited partnership](#)

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

See Attached Legal Description

(for informational purposes only) Rex Ranch Filing No. 1, Erie, CO

PREMIUMS:

Owners Policy	564.00
TBD Charge	100.00
Tax Information	18.00

Attached Legal Description

Lots 1 through 18, inclusive, Block 1,
Lots 1 through 23, inclusive, Block 2,
Lots 1 through 4, inclusive, Block 3,
Lots 1 through 15, inclusive, Block 4, and
Tracts A through G,
Rex Ranch Filing No. 1 as recorded at Reception No. 03626300,
County of Boulder, State of Colorado.

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.

Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- c. Furnish for recordation a full release of deed of trust:

Amount:	\$1,972,375.00
Trustor/Grantor:	HT Flatiron LP, a Delaware limited partnership
Trustee:	Public Trustee of Boulder County
Beneficiary:	William Lyon Homes, Inc.
Dated Date:	May 16, 2017
Recording Date:	May 16, 2017
Recording No.:	Reception No. 3592473

Recognition, Attornment and subordination Agreement recorded October 31, 2017 at Reception No. [03622846](#).

Note: The above required release must be accompanied by the original deed of trust and security documents (notes) marked "Paid In Full." The Public Trustee will not accept said release without the requested evidence being presented unless the lender qualifies to give the Release without presentation of the original evidence of debt as provided for under Colorado Revised Statutes.

- d. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Fidelity National Title Insurance Company and NCS Colorado, a division of Fidelity National Title.

Note: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

Note: This requirement is necessary to determine the legal to be insured herein.

- e. Intentionally Deleted.

- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below:

Name: HT Flatiron LP, a Delaware limited partnership

- a) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- g. Recordation of Statement of Authority for HT Flatiron LP, a Delaware limited partnership pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- h. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- i. Execution of the Company's Lien Affidavit by the Buyer and Seller. In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made or Standard Exception No. 4 will not be deleted from the final policy(ies) to be issued hereunder.

Note: Upon completion of the requirements to the satisfaction of the Company and payment of the premiums, Standard Exceptions 1 through 5 will not appear on the Policy(s) to be issued.

Upon verification of payment of all taxes for prior years, the exception relating to taxes under Schedule B of the policy(ies) to be issued will be amended to read as follows:

Taxes and assessments for the year 2017 and subsequent years, a lien, not yet due or payable.

This commitment is subject to such further exceptions and/or requirements as may appear necessary when the name of the proposed insured has been disclosed.

- j. Furnish for recordation a full release of deed of trust:

Amount: \$30,000,000.00
Trustor/Grantor: HT Flatiron LP, a Delaware limited partnership
Trustee: Public Trustee of Boulder County
Beneficiary: Flagstar Bank, FSB
Recording Date: October 20, 2017
Recording No: [Reception No. 03621221](#)

Note: Assignment of Rights Under Covenants, Conditions and Restrictions, Sales Agreements, Permits, and Development Documents recorded October 20, 2017 at [Reception No. 03621222](#).

Note: Recognition, Attornment and Subordination Agreement recorded October 31, 2017 at Reception [No. 03622846](#).

- k. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations contained in the Patent:

From: The United States of America
To: John W. McFarland
Recording Date: July 24, 1874
Recording No.: [Book 31 Page 19](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

The 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 as provided by law.

10. Any assessment or lien of Northern Colorado Water Conservancy District, as disclosed by the instrument:

Recording Date: May 31, 1967
Recording No.: [Reception No. 847812](#)

Order for Conditional Inclusion of Lands within the Boundaries of the Municipal Subdistrict, Northern Colorado Water Conservancy District:

Recording Date: January 24, 2000
Recording No.: [Reception No. 2016280](#)

Order for Conditional Inclusion of Lands within the Boundaries of the Municipal Subdistrict, Northern Colorado Water Conservancy District:

Recording Date: December 6, 2002
Recording No.: [Reception No. 2367737](#)

11. An Oil and Gas Lease from Lee Rex Price and Marjorie B. Price, as Lessor(s), to Martin Exploration Management Corp., as Lessee(s), dated November 3, 1981:

Recording Date: November 3, 1981
Recording No.: [Reception No. 471553](#)

Modification of Oil and Gas Lease:
Recording Date: June 8, 1982
Recording No.: [Reception No. 497670](#)

Declaration of Unitization:
Recording Date: June 22, 1982
Recording No.: [Reception No. 499480](#)

Affidavit of Lease Extension or Production:
Recording Date: June 22, 1982
Recording No.: [Reception No. 499484](#)

Notice of Modification of Oil and Gas Lease:
Recording Date: June 22, 1982
Recording No.: [Reception No. 499529](#)

Amended Declaration of Unitization:
Recording Date: July 23, 1982
Recording No.: [Reception No. 504003](#)

Ratification and Rental Division Order:
Recording Date: November 18, 1985
Recording No.: [Reception No. 726360](#)

Amended Declaration of Unitization:
Recording Date: September 13, 1991
Recording No.: [Reception No. 1129758](#)

Surface Damage Release:
Recording Date: June 17, 1994
Recording No.: [Reception No. 1438077](#)

Ratification of Oil and Gas Lease:
Recording Date: June 17, 1994
Recording No.: [Reception No. 1438078](#)

Partial Release of Surface Rights:
Recording Date: October 10, 2007
Recording No.: [Reception No. 2888461](#)

Partial Release of Surface Rights:
Recording Date: October 10, 2007
Recording No.: [Reception No. 2888462](#)

Partial Release of Surface Rights:

Recording Date: October 10, 2007

Recording No.: [Reception No. 2888463](#)

12. An easement for pipeline and incidental purposes granted to Panhandle Eastern Pipe Line Company:

Recording Date: April 23, 1984

Recording No.: [Reception No. 616493](#)

13. Any assessment or lien of Longmont Fire Protection District, as disclosed by the instrument:

Recording Date: April 29, 1985

Recording No.: [Reception No. 685397](#)

Modified Order of Inclusion:

Recording Date: September 3, 1985

Recording No.: [Reception No. 710155](#)

Order Changing Name of District:

Recording Date: May 6, 1991

Recording No.: [Reception No. 1101399](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities:

Recording Date: June 25, 1986

Recording No.: [Reception No. 768891](#)

15. The effect of the terms, conditions, provisions, agreements and obligations as specified under Consent, Ratification and Subordination Agreement:

Recording Date: May 1, 1995

Recording No.: [Reception No. 1513396](#)

16. Terms, conditions and provisions of License Agreement:

Recording Date: May 8, 1995

Recording No.: [Reception No. 1515050](#)

17. An easement for water pipelines and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water pipelines and incidental purposes granted to Northern Colorado Water Conservancy District:

Recording Date: June 24, 1996

Recording No.: [Reception No. 1619596](#)

18. An easement for water pipelines and incidental purposes granted to the Town of Erie:

Recording Date: May 16, 1997
Recording No.: [Reception No. 1698910](#)

19. Terms, conditions, provisions, agreements and obligations contained in the South Boulder Canon Ditch Company Arapahoe Ridge Offsite Waterline Agreement:

Recording Date: August 19, 1997
Recording No.: [Reception No. 1723361](#)

20. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between L. R. Price and Marjorie B. Price and the Town of Erie, a municipal corporation:

Recording Date: September 5, 1997
Recording No.: [Reception No. 1728517](#)

21. An easement for underground raw (untreated) water line and one underground clear (treated) water line and incidental purposes granted to the Town of Erie:

Recording Date: September 5, 1997
Recording No.: [Reception No. 1728518](#)

22. The effect of Quit Claim Deed and Assignment of Claims:

Recording Date: January 27, 2000
Recording No.: [Reception No. 2017459](#)

23. The effect of Ordinance No. 34-2006:

Recording Date: January 24, 2007
Recording No.: [Reception No. 2831553](#)

24. The effect of Ordinance No. 35-2006:

Recording Date: January 24, 2007
Recording No.: [Reception No. 2831554](#)

25. The effect of Rex Ranch Annexation Agreement:

Recording Date: January 24, 2007
Recording No.: [Reception No. 2831555](#)

26. The effect of Rex Ranch Annexation Map:

Recording Date: January 24, 2007
Recording No.: [Reception No. 2831557](#)

27. The effect of Rex Ranch Zoning Map:

Recording Date: January 24, 2007
Recording No.: [Reception No. 2831558](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Grant of Permanent Access and Utilities Easement:

Recording Date: May 31, 2007
Recording No.: [Reception No. 2859007](#)

29. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Rex Ranch Minor Subdivision:

Recording Date: August 7, 2007
Recording No.: [Reception No. 2874660](#)

30. Terms, conditions, provisions, agreements, easements and obligations contained in the Rex Ranch Minor Subdivision Development Agreement:

Recording Date: August 7, 2007
Recording No.: [Reception No. 2874661](#)

Assignment & Assumption of Rex Ranch Minor Subdivision Development Agreement:

Recording Date: August 31, 2016
Recording No.: [Reception No. 3540875](#)

Town of Erie Consent to Assignment Development Agreement:

Recording Date: August 31, 2016
Recording No.: [Reception No. 3540876](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

Recording Date: October 10, 2007
Recording No.: [Reception No. 2888459](#)

32. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Operations as set forth below:

Recording Date: October 10, 2007
Recording No.: [Reception No. 2888460](#)

33. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: October 23, 2007
Recording No.: [Reception No. 2890878](#)

34. An easement for avigation and incidental purposes granted to Town of Erie:

Recording Date: October 26, 2007
Recording No.: [Reception No. 2891484](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification (Mineral Estate Owner) as set forth below:

Recording Date: December 21, 2007
Recording No.: [Reception No. 2900941](#)

36. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Rex Ranch Metropolitan District:

Recording Date: April 9, 2014
Recording No.: [Reception No. 3374389](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Joint Development Agreement as set forth below:

Recording Date: July 11, 2016
Recording No.: [Reception No. 3529487](#)

First Amendment to Joint Development Agreement:

Recording Date: May 16, 2017
Recording No.: [Reception No. 3592472](#)

38. Reservations contained in Special Warranty Deed:

Recording Date: August 31, 2016
Recording No.: [Reception No. 3540874](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth below:

Recording Date: February 7, 2017
Recording No.: [Reception No. 3573658](#)

40. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by the survey prepared by Jansen Strawn, dated April 14, 2017, Job No. 7006:

- a) Any loss or damage arising from the fact the fence lines do not correspond to the lot lines as shown
- b) Rights of others to that portion of the land lying within the Ditch together with such adjoining land as may be used or useful in connection with the use or maintenance of that ditch as shown

41. Easements, notes and all matters on the Recorded plat of Rex Ranch Filing No. 1 recorded November 17, 2017 at [Reception No. 03626300](#).

42. Terms, conditions, provisions, agreements, easements and obligations contained in the Rex Ranch Filing

No.1 Development Agreement recorded November 17, 2017 at [Reception No. 03626301](#).

END OF EXCEPTIONS



Fidelity National Title[®]

Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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.

The 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will provided a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity 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.

Countersigned by:

Darren Hone
Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

CONDITIONS

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 acquired 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 the 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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 <http://www.alta.org>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that NCS Colorado, a division of Fidelity National Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or

authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Chicago Title • Commonwealth Land Title Company • Fidelity National Title • Heritage Title Company

8055 E Tufts Ave, #300
Denver, CO 80237
Phone: (303) 291-9977

DATE: June 22, 2018
FILE NUMBER: 100-A0011126-020-PN, Amendment No. 1
PROPERTY ADDRESS: Rex Ranch Minor Subdivision, Erie, CO
BUYER/BORROWER: To Be Determined
OWNER(S): Marjorie B. Price (as to an undivided one-half interest in Lot 1 and Tract A) and Rex Price Family Trust (as to an undivided one-half interest in Lot 1 and Tract A) and HT Flatiron LP, a Delaware limited partnership (as to Tract B)
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R0512636 R0512634 R0512635

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO:	NCS Colorado, a division of Fidelity National Title 8055 E Tufts Ave #300 Denver, CO 80237	ATTN:	Peppy Newton
		PHONE:	(720) 200-1237
		FAX:	(303) 633-7720
		E-MAIL:	pnewton@fnf.com
TO:	To Be Determined , CO	ATTN:	
		PHONE:	
		FAX:	
		E-MAIL:	
TO:	Thompson & Knigh LLP 1722 Routh Street, Suite 1500 Dallas, TX 75201	ATTN:	Rick Haan
		PHONE:	(214) 969-1361
		FAX:	(214) 999-9242
		E-MAIL:	rick.haan@tklaw.com
TO:	Hines 1515 Wynkoop Street Suite 800 Denver, CO 80202	ATTN:	Chad Murphy
		PHONE:	(000) 000-0000
		FAX:	(000) 000-0000
		E-MAIL:	Chad.Murphy@hines.com
TO:	Hines 1515 Wynkoop Street Suite 800 Denver, CO 80202	ATTN:	Dave Klebba
		PHONE:	(720) 932-0522
		FAX:	(000) 000-0000
		E-MAIL:	Dave.Klebba@hines.com
TO:	National Commercial Services Colorado 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	ATTN:	Loretta Mosbarger - Escrow Assistant
		PHONE:	(720) 200-1228
		FAX:	(303) 633-1991
		E-MAIL:	lmosbarger@fnf.com
TO:	FNTG-NCS CO 950 S. Cherry St. Suite 1414 Denver, CO 80246	ATTN:	Darrin Kunselman
		PHONE:	(720) 200-1233
		FAX:	(000) 000-0000
		E-MAIL:	darrin.kunselman@fnf.com

TO:	National Commercial Services Colorado 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	ATTN: PHONE: FAX: E-MAIL:	Robert Masten-Sales Executive (000) 000-0000 (000) 000-0000 robert.masten@fnf.com
TO:	National Commercial Services Main 8055 E Tufts Ave #300 Denver, CO 80237	ATTN: PHONE: FAX: E-MAIL:	Peppy Newton (303) 291-9977 (303) 633-7720 pnewton@fnf.com

END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT
SCHEDULE A

Commitment No: 100-A0011126-020-PN, Amendment No. 1

1. Effective Date: June 19, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured

Policy Amount

(a) ALTA Owners Policy 6-17-06

\$100,000.00

Purchaser with contractual rights under a purchase agreement with the vested Owner identified at Item 4 below

(b) None

\$0.00

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

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Marjorie B. Price (as to an undivided one-half interest in Lot 1 and Tract A) and Rex Price Family Trust (as to an undivided one-half interest in Lot 1 and Tract A) and HT Flatiron LP, a Delaware limited partnership (as to Tract G)

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

See Attached Legal Description

(for informational purposes only) Rex Ranch Minor Subdivision, Erie, CO

PREMIUMS:

Owners Policy	550.00
Tax Certificate	54.00

Attached Legal Description

LOT 1 AND TRACT A, REX RANCH MINOR SUBDIVISION AS RECORDED AT RECEPTION NO. 2874660 AND TRACT G, REX RANCH FILING NO. 1 AS RECORDED AT RECEPTION NO. 03626300, COUNTY OF BOULDER, STATE OF COLORADO.

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. Recordation of the proposed plats of Rex Ranch Filing No. 1 and Rex Ranch Filing No. 2, subject to review and approval by the Company prior to said recordation.
- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): **Marjorie B. Price (as to an undivided one-half interest in Lot 1 and Tract A) and Rex Price Family Trust (as to an undivided one-half interest in Lot 1 and Tract A) and HT Flatiron LP, a Delaware limited partnership (as to Tract G)**

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- h. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: HT Flatiron LP, a Delaware limited partnership

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Statement of Authority for HT Flatiron LP, a Delaware limited partnership recorded November 21, 2016 at [Reception No. 03558299](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Robert W. Witte, Senior Managing Director

- i. Copy of Trust Agreement and recordation of Statement of Authority for Rex Price Family Trust pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- k. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- l. This commitment is subject to such further exceptions and/or requirements as may appear necessary when the name of the proposed insured has been disclosed.
- m. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$50,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
- n. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.
10. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States [Patent No. 2246](#) dated November 15, 1873; and any and all assignments thereof or interest therein.
11. 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 July 24, 1874, in [Book 31 at Page 19](#).
12. Terms, conditions, provisions, burdens, obligations and easements as to Reservoir and Ditch Rights, as depicted on the Map of Quit Claim Deed recorded July 6, 1923, in [Book 465 at Page 483](#).

13. Terms, conditions, provisions, burdens, obligations and easements, as to rights of way for roads and ditches and the right to the Elmwood Reservoir for storage of water, set forth in Agreement recorded March 7, 1925, in [Book 520 at Page 506](#), September 7, 1948, in [Book 834 at Page 225](#), and Quit Claim Deed recorded April 8, 1998 under [Reception No. 1789498](#).
14. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Warranty Deed recorded September 7, 1948, in [Book 834 at Page 225](#) and Warranty Deed recorded January 13, 1970, under [Reception No. 933726](#).
15. Rights and easements for navigation and fishery, in favor of the public, which may exist over that portion of said and lying beneath the water of Elmwood Reservoir, and any rights or interests of third parties which exist or are claimed to exist in and over the present and past bed, banks or waters of the Elmwood Reservoir, as disclosed in instruments recorded September 7, 1948, in [Book 834 at Page 225](#) and January 13, 1970, under [Reception No. 933726](#).
16. Any assessment or lien of Northern Colorado Water Conservancy District, as disclosed by the instrument recorded May 31, 1967 on Film 603 at [Reception No. 847812](#); January 24, 2000 at [Reception No. 2016280](#); and December 6, 2002 at [Reception No. 2367737](#).
17. An Oil and Gas Lease from Lee Rex Price and Marjorie B. Price, as Lessor(s), to Martin Exploration Management Corp., as Lessee(s), dated November 3, 1981, recorded November 3, 1981 on Film 1186 at [Reception No. 471553](#), and any and all assignments thereof or interests therein.

Modifications, Extensions and/or Ratifications of said Lease recorded June 8, 1982, under [Reception No. 497670](#), June 22, 1982, under [Reception No. 499484](#) and [Reception No. 499529](#), November 18, 1985, under [Reception No. 00726360](#) and June 17, 1994, under [Reception No. 01438078](#).

Declaration of Unitization recorded June 22, 1982, under [Reception No. 499480](#), and as amended by instruments recorded July 23, 1982, under [Reception No. 504003](#) and September 13, 1991, under [Reception No. 01129758](#).

Partial Release of Surface Rights recorded October 10, 2007, under [Reception No. 2888461](#), and [Reception No. 2888462](#) and [Reception No. 2888463](#).

NOTE: Surface Damage Release recorded June 17, 1994 on Film 1985 at [Reception No. 01438077](#).

18. Terms, conditions, provisions, agreements and obligations contained in the Western Slope Gas Company Right of Way Easement (Pre-Construction) recorded April 15, 1982, under [Reception No. 490897](#) and July 27, 1982, under [Reception No. 504519](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Western Slope Gas Company Right of Way Easement (Post Construction) recorded June 24, 1982, under [Reception No. 499915](#) and February 18, 1983, under [Reception No. 534053](#).
20. Oil and Gas Lease between Town of Erie and Martin Exploration Management Corporation, recorded July 2, 1982, under [Reception No. 501043](#), and Affidavit of Lease Extension or Production recorded July 23, 1982, under [Reception No. 504004](#), and any and all assignments thereof, or interests therein.

21. An easement for pipeline and incidental purposes granted to Panhandle Eastern Pipe Line Company by the instrument recorded April 23, 1984 on Film 1299 at [Reception No. 616493](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
22. Any assessment or lien of Longmont Fire Protection District, as disclosed by the instrument recorded April 29, 1985 on Film 1351 at [Reception No. 00685397](#) and September 3, 1985 on Film 1370 at [Reception No. 00710155](#). Order Changing Name of District recorded May 6, 1991 at [Reception No. 001101399](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities recorded June 25, 1986 on Film 1415 at [Reception No. 00768891](#).
24. The effect of the terms, conditions, provisions, agreements and obligations as specified under Consent, Ratification and Subordination Agreement recorded May 1, 1995 on Film 2049 at [Reception No. 01513396](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
25. Terms, conditions and provisions of License Agreement recorded May 8, 1995 on Film 2050 at [Reception No. 1515050](#).
26. Easements, conditions, covenants, restrictions, reservations and notes on the Filtration Plant Annexation Plat to the Town of Erie recorded July 14, 1995, under [Reception No. 01530733](#).
27. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Oil and Gas Purchase Agreement recorded October 13, 1995, under [Reception No. 01555140](#).
28. An easement for water pipelines and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water pipelines and incidental purposes granted to Northern Colorado Water Conservancy District by the instrument recorded June 24, 1996 on Film 2136 at [Reception No. 01619596](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
29. An easement for water pipelines and incidental purposes granted to the Town of Erie by the instrument recorded May 16, 1997 at [Reception No. 1698910](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
30. Terms, conditions, provisions, agreements and obligations contained in the South Boulder Canon Ditch Company Arapahoe Ridge Offsite Waterline Agreement recorded August 19, 1997 at [Reception No. 1723361](#).

31. Terms, conditions, provisions, agreements and obligations specified under the Agreement by and between L. R. Price and Marjorie B. Price and the Town of Erie, a municipal corporation, recorded September 5, 1997 at [Reception No. 1728517](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
32. An easement for underground raw (untreated) water line and one underground clear (treated) water line and incidental purposes granted to the Town of Erie by the instrument recorded September 5, 1997 at [Reception No. 1728518](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
33. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement recorded September 5, 1997, under [Reception No. 1728519](#).
34. Terms, conditions, provisions, agreements and obligations contained in the Quit Claim Deed recorded September 5, 1997, under [Reception No. 1728520](#).
35. Terms, conditions, provisions, agreements and obligations contained in the Annexation Ordinance No. 474 recorded September 5, 1997, under [Reception No. 1728522](#).
36. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed recorded May 14, 1998, under [Reception No. 1802491](#), and re-recorded July 27, 2000, under [Reception No. 2064450](#), and as reserved in Special Warranty Deed recorded May 14, 1998, under [Reception No. 1802492](#).
37. The effect of Quit Claim Deed and Assignment of Claims recorded January 27, 2000 at [Reception No. 2017459](#).
38. The effect or Notice of Oil and Gas interest and Surface Use, recorded January 23, 2001, under [Reception No. 2112340](#).
39. Terms, conditions, provisions, agreements, obligations and easements as to any oil, gas or mineral interests set forth in Deed recorded April 7, 2003 at [Reception No. 2421518](#), December 7, 2006 at [Reception No. 2822805](#), January 30, 2009 at [Reception No. 2976434](#), January 7, 2013 at [Reception No. 03280638](#) and November 13, 2014 at [Reception No. 03412640](#).
40. The effect of Ordinance No. 34-2006 recorded January 24, 2007 at [Reception No. 2831553](#).
41. The effect of Ordinance No. 35-2006 recorded January 24, 2007 at [Reception No. 2831554](#).
42. The effect of Rex Ranch Annexation Agreement recorded January 24, 2007 at [Reception No. 2831555](#).
43. The effect of Rex Ranch Annexation Map recorded January 24, 2007 at [Reception No. 2831557](#) and of Rex Ranch Zoning Map recorded January 24, 2007 at [Reception No. 2831558](#) and that certain pipeline shown thereon and further evidence in Agreement recorded Marcy 7, 1925 in [Book 520 at Page 506](#) and Quitclaim Deed recorded April 8, 1998 at [Reception No. 1789498](#).

44. Terms, conditions, provisions, agreements and obligations contained in the Grant of Permanent Access and Utilities Easement recorded May 31, 2007 at [Reception No. 2859007](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
45. Easements, notes and all matters on the Recorded plat of Rex Ranch Minor Subdivision, recorded August 7, 2007 at [Reception No. 2874660](#), located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.
46. Terms, conditions, provisions, agreements, easements and obligations contained in the Rex Ranch Minor Subdivision Development Agreement recorded August 7, 2007 at [Reception No. 2874661](#).

NOTE: Assignment & Assumption of Rex Ranch Minor Subdivision Development Agreement, recorded August 31, 2016 at Reception No. 03540875.

NOTE: Town of Erie Consent to Assignment Development Agreement, recorded August 31, 2016 at Reception No. 03540876.

47. Terms, conditions, provisions, agreements and obligations contained in the Final Judgment and Dismissal With Prejudice recorded August 20, 2007 at [Reception No. 2877246](#).
48. An easement for avigation and incidental purposes granted to Town of Erie by the instrument recorded October 26, 2007 at [Reception No. 2891484](#). (As to Tract B only)
49. Terms, conditions, provisions, agreements and obligations contained in the Grant of Permanent Avigation Easement Agreement recorded October 26, 2007 at [Reception No. 2891485](#). (As to Lot 1 and Tract A only)
50. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: October 23, 2007
Recording No.: [Reception No. 2890878](#)
51. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification (Mineral Estate Owner) as set forth below:

Recording Date: December 21, 2007
Recording No.: [Reception No. 2900941](#)
52. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

Recording Date: October 10, 2007
Recording No.: [Reception No. 2888459](#)
Located and as shown on that certain ALTA/ACSM Land Title Survey dated May 7, 2014, last revised March 30, 2016, Job No. 7006, and signed by Thomas D. Staab.

53. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Operations as set forth below:

Recording Date: October 10, 2007

Recording No.: [Reception No. 2888460](#)

54. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Rex Ranch Metropolitan District, as evidenced by instrument(s) recorded April 9, 2014 at [Reception No. 3374389](#).

55. Terms, conditions, provisions, agreements and obligations contained in the Joint Development Agreement as set forth below:

Recording Date: July 11, 2016

Recording No.: [Reception No. 03529487](#)

Note: First Amendment to Joint Development Agreement recorded May 16, 2017 at Reception No. [03592472](#).

56. Reservations contained in Special Warranty Deed recorded August 31, 2016 at [Reception No. 03540874](#). (As to Tract B only)

57. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth below:

Recording Date: February 7, 2017

Recording No.: [Reception No. 03573658](#)

58. Deed of Trust from HT Flatiron LP, a Delaware limited partnership, to the Public Trustee of Boulder County, for the benefit of William Lyon Homes, Inc., securing an original principal indebtedness of \$1,972,375.00 and any other amounts and/or obligations dated May 16, 2017, recorded May 16, 2017 at [Reception No. 03592473](#).

Recognition, Attornment and subordination Agreement recorded October 31, 2017 at Reception No. [03622846](#).

59. Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from HT Flatiron LP, a Delaware limited partnership, to the Public Trustee of Boulder County, for the benefit of FLAGSTAR BANK, FSB, securing an original principal indebtedness of 30,000,000.00, and any other amounts and/or obligations dated September 26, 2017, recorded October 20, 2017 at Reception [No. 03621221](#).

Assignment of Rights Under Covenants, Conditions and Restrictions, Sales Agreements, Permits, and Development Documents recorded October 20, 2017 at [Reception No. 03621222](#).

60. Easements, notes and all matters on the Recorded plat of Rex Ranch Filing No. 1 recorded November 17, 2017 at [Reception No. 03626300](#).

58. Terms, conditions, provisions, agreements, easements and obligations contained in the Rex Ranch Filing No.1 Development Agreement recorded November 17, 2017 at [Reception No. 03626301](#).

END OF EXCEPTIONS



Fidelity National Title[®]

Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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.

The 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will provided a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity 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.

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

CONDITIONS

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 acquired 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 the 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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 <http://www.alta.org>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that NCS Colorado, a division of Fidelity National Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or

authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



7807 E Peakview Ave #150
Centennial, CO 80111
Phone:
Fax:

DATE: June 1, 2017

FILE NUMBER: 099-F0565946-015-PNX, Amendment No. 1

PROPERTY ADDRESS: 2839 N 119th St., Lafayette, CO

BUYER/BORROWER: HT Flatiron LP, a Delaware limited partnership

OWNER(S): Robert Thaine Gilliland II

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0056517

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Fidelity National Title Company
7807 E Peakview Ave #150
Centennial, CO 80111

ATTN: Peppy Newton
PHONE: (720) 200-1237
FAX: (303) 633-7626
E-MAIL: pnewton@fnf.com

TO: HT Flatiron LP, a Delaware limited partnership
1515 Wynkoop
Suite 390
Denver, CO 80202

ATTN: Chad Murphy
PHONE:
FAX:
E-MAIL: chad.murphy@hines.com

TO: Robert Thaine Gilliland II
2839 N 119th St.
Lafayette, CO 80026

ATTN:
PHONE:
FAX:
E-MAIL: rtgill16@msn.com

TO: Thompson & Knight LLP
1722 Routh St
Suite 1500
Dallas, TX 75201

ATTN: Rick Haan
PHONE:
FAX:
E-MAIL: Rick.Haan@tklaw.com

TO: Hines Interest Limited Partnership
2200 Ross Avenue
Suite 4200W
Dallas, TX 75201

ATTN: Rob Witte
PHONE:
FAX:
E-MAIL: rob.witte@hines.com

TO: Hines Interest Limited Partnership
811 Main Street
Suite 4100
Houston, TX 77002

ATTN: Mark Cover
PHONE:
FAX:
E-MAIL: mark.cover@hines.com

TO: FNT Commercial West
7807 E Peakview Ave #150
Centennial, CO 80111

ATTN: Peppy Newton
PHONE:
FAX:
E-MAIL: pnewton@fnf.com

END OF TRANSMITTAL

Fidelity National Title Insurance Company
COMMITMENT

SCHEDULE A

Commitment No: 099-F0565946-015-PNX, Amendment No. 1

1. Effective Date: May 25, 2017 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 HT Flatiron LP, a Delaware limited partnership	\$TBD
(b) None	\$0.00

\$

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

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Robert Thaine Gilliland II

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

See Attached Legal Description

(for informational purposes only) 2839 N 119th St., Lafayette, CO

PREMIUMS:

Attached Legal Description

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 26, 446.60 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 26; THENCE WEST AT A RIGHT ANGLE 497.80 FEET FROM THE EAST LINE OF SAID SECTION 26; THENCE SOUTH 350 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 26; THENCE EAST 497.80 FEET TO THE EAST LINE OF SAID SECTION 26; THENCE NORTH 350 FEET ALONG THE EAST LINE OF SAID SECTION 26 TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 30 FEET AS CONVEYED TO THE COUNTY OF BOULDER BY DEED RECORDED FEBRUARY 10, 1892 IN BOOK 148 AT [PAGE 135](#).

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Evidence that any and all assessments for common expenses, if any, have been paid.
- d. Recording Statutes require that all documents submitted for recording must contain a one inch margin along the top and a one-half inch margin along the sides and bottom of each page. The county clerk and recorder may reject any document that does not comply.

Note: Effective August 1, 2004, most counties have indicated that they will start enforcing the above margin requirements and will reject any documents that do not comply.

- e. Furnish for recordation a full release of deed of trust:

Amount: \$565,000.00
Trustor/Grantor: Robert Thaine Gilliland II
Trustee: Public Trustee of Boulder County
Beneficiary: World Savings Bank
Loan No. 0029227220
Recording Date: June 3, 2005
Recording No: [Reception No. 2693274](#)

- f. Furnish for recordation a full release of deed of trust:

Amount: \$45,000.00
Trustor/Grantor: R. Thaine Gilliland
Trustee: Public Trustee of Boulder County
Beneficiary: W.L.D. LLC
Recording Date: November 9, 2006
Recording No: [Reception No. 2816921](#)

Note: Extension of Deed of Trust recorded March 25, 2008 at [Reception No. 2918612](#)

Note: The above required release must be accompanied by the original deed of trust and security documents (notes) marked "Paid In Full." The Public Trustee will not accept said release without the requested evidence being presented unless the lender qualifies to give the Release without presentation of the original evidence of debt as provided for under Colorado Revised Statutes.

- g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

NOTE: A real property transfer declaration must accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: A notation of the legal address of the purchasers, (not necessarily the same as the property address) must be included on the face of the deed to be recorded, pursuant to Colorado Revised Statutes.

- h. Recording Statutes require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- i. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- j. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Vested Owner

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- k. The Company will require that a Purchaser's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Proposed Insured

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- l. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- m. Upon verification of payment of all taxes for prior years, the exception relating to taxes under Schedule B of the policy(ies) to be issued will be amended to read as follows:

Taxes and assessments for the year 2017 and subsequent years, a lien, not yet due or payable.

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. (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.

NOTE: UPON ALL REQUIREMENTS BEING MET STANDARD EXCEPTIONS 1-3 AND 5-7 WILL NOT BE SHOWN IN FINAL POLICY WHEN ISSUED; 4 IS SUBJECT TO UNDERWRITER APPROVAL UPON CONFIRMATION OF ANY RECENT, ANTICIPATED OR ONGOING CONSTRUCTION

8. All taxes and assessments, now or heretofore assessed, due or payable.

Upon verification of payment of all taxes for prior years, this exception will be amended to read as follows:

Taxes and assessments for the year 2017 and subsequent years, a lien, not yet due or payable.

9. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

Note: Upon satisfaction of all requirements and receipt of the owner's affidavit confirming leases exist on the land the above exception will be amended as follows:

"Rights of tenants, as tenants only, under any written unrecorded leases."

10. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States [Patent No. 2246](#) dated November 15, 1873; and any and all assignments thereof or interest therein.
11. Any assessment or lien of Northern Colorado Water Conservancy District, as disclosed by the instrument recorded May 31, 1967 on Film 603 at [Reception No. 847812](#); January 24, 2000 at Reception No. [2016280](#); and December 6, 2002 at [Reception No. 2367737](#).
12. An Oil and Gas Lease from Anna S. Henze, as Lessor(s), to Martin Exploration Management Corp., as Lessee(s), dated November 24, 1981, recorded December 3, 1981 on Film 1186 at [Reception No. 474821](#) and any and all assignments thereof or interests therein.

Affidavit of Lease Extension or Production recorded June 22, 1982 at [Reception No. 499483](#).

Declaration of Unitization recorded June 22, 1982 at [Reception No. 499480](#).

Amended Declaration of unitization recorded July 23, 1982 at [Reception No. 504003](#).

Ratification and Rental Division Order recorded February 13, 1985 at [Reception No. 00671721](#).

13. Intentionally Deleted.
14. Any assessment or lien of Longmont Fire Protection District, as disclosed by the instrument recorded April 29, 1985 on Film 1351 at [Reception No. 00685397](#) and September 3, 1985 on Film 1370 at [Reception No. 00710155](#). Order Changing Name of District recorded May 6, 1991 at [Reception No. 001101399](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities recorded June 25, 1986 on Film 1415 at [Reception No. 00768891](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at [Reception No. 2112340](#).
17. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: October 23, 2007

Recording No.: [Reception No. 2890878](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification (Mineral Estate Owner) as set forth below:

Recording Date: December 21, 2007

Recording No.: [Reception No. 2900941](#)

END OF EXCEPTIONS



Fidelity National Title[®]

Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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.

The 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 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will **provide** a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity 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.

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

CONDITIONS

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 acquired 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 the 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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 <http://www.alta.org>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy

	Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

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

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the

cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section “Choices With Your Personal Information” to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable

privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

Accessing and Correcting Information; Contact Us