



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70656787-3**

Date: **10/01/2020**

Property Address: **11070 ARAPAHOE RD., LAFAYETTE, CO 80026**

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

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6217 (Work)
(303) 393-4739 (Work Fax)
vfertig@ltgc.com
Company License: CO44565

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

MERITAGE HOMES
Attention: MIKE SALMINA
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 406-4344 (Work)
(720) 482-0222 (Work Fax)
mike.salmina@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: GENERAL COUNSEL
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
(480) 998-9178 (Work Fax)
Delivered via: No Commitment Delivery

MERITAGE HOMES
Attention: JOHN GARRETSON
6892 S YOSEMITE CT #1-201
CENTENNIAL, CO 80112
(855) 588-6374 (Work)
john.garretson@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JEANNE MALYS
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
jeanne.malys@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: GLENN NIER
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 257-9629 (Cell)
(303) 406-4323 (Work)
(720) 482-0222 (Work Fax)
glenn.nier@meritagehomes.com
Delivered via: Electronic Mail

JUANITA RAZO
436 HICKORY STREET
BROOMFIELD, CO 80020
(303) 941-4831 (Work)
RAZOJUANITA6@GMAIL.COM
Delivered via: Electronic Mail

MERITAGE HOMES

Attention: TIM CLEMENTS

8400 E CRESCENT PKWY #200

GREENWOOD VILLAGE, CO 80111

(855) 588-6374 (Work)

tim.clements@meritagehomes.com

Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: ERIK ANDERSON

3033 EAST FIRST AVENUE SUITE 600

DENVER, CO 80206

(303) 321-1880 (Work)

(303) 393-4912 (Work Fax)

eanderson@ltgc.com

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABZ70656787-3** Date: **10/01/2020**
Property Address: **11070 ARAPAHOE RD., LAFAYETTE, CO 80026**
Parties: **MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION**
JUANITA R. RAZO, ALSO KNOWN AS,
JUANITA RAZO

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees

"ALTA" Owner's Policy 06-17-06	\$4,091.00
Deletion of Exceptions 1-3	\$60.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 9.8-06	\$819.00
Endorsement 100.33-06 (patent)	\$100.00
Endorsement ALTA 35.3-06 Pending Requirements	\$614.00
Endorsement ALTA 41.3-06	\$410.00
Endorsement 103.7-06	\$100.00
Endorsement ALTA 25-06	\$410.00
Endorsement ALTA 26-06	\$200.00
Endorsement 8.2 - 06	\$410.00
Endorsement ALTA 17.2-06	\$410.00
Endorsement Arbitration Deletion-06	\$0.00
Endorsement ALTA 39-06	\$0.00
Tax Certificate	\$26.00
	Total \$7,675.00

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

Thank you for your order!

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Boulder county recorded 08/03/1977 under reception no. 210136](#)

[Boulder county recorded 08/16/2011 under reception no. 3165532](#)

[Boulder county recorded 07/13/2020 under reception no.
03797620](#)

ALTA COMMITMENT
First American Title Insurance Company
Schedule A

Order Number: ABZ70656787-3

Property Address:

11070 ARAPAHOE RD., LAFAYETTE, CO 80026

1. Effective Date:

09/17/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$1,800,000.00

Proposed Insured:

MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION

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

A Fee Simple

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

JUANITA R. RAZO, ALSO KNOWN AS,
JUANITA RAZO

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

THAT PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 34, FROM WHENCE THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 34 BEARS N 00° 14'20" E, 60.00 FEET; THENCE N 89°41'50" W PARALLEL TO THE NORTH LINE OF SAID NE 1/4, 538.00 FEET; THENCE S 00°14'20" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4, 343.00 FEET; THENCE S 89°41'50" E PARALLEL TO THE NORTH LINE OF SAID NE 1/4, 538.00 FEET; THENCE N 00°14'20" E, PARALLEL TO THE EAST LINE OF SAID NE 1/4, 343.00 FEET; TO THE POINT OF BEGINNING, SUBJECT TO A ROAD RIGHT-OF-WAY OVER AND ACROSS THE EASTERLY 30.00 FEET, AS SET FORTH IN DEED RECORDED SEPTEMBER 25, 1969 UNDER RECEPTION NO. [925592](#), COUNTY OF BOULDER, STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABZ70656787-3

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH FINAL SURVEY OF THE LOTS TO BE INSURED HEREIN. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY UPON COMPARISON TO THE PLAT OF THE FINAL LOTS TO BE INSURED HEREIN.

A DRAFT SURVEY OF THE LAND HAS BEEN PROVIDED TO THE COMPANY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY.

2. WARRANTY DEED FROM JUANITA R. RAZO, ALSO KNOWN AS, JUANITA RAZO TO MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION CONVEYING SUBJECT PROPERTY.
3. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF _____, CREATING THE SUBDIVIDED LOTS AND TRACTS TO BE INSURED HEREIN. .

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

4. PROVIDE THE COMPANY WITH THE FINAL, FULLY EXECUTED SITE PLANS OR DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY, APPROVED BY TOWN OF ERIE.

NOTE: SAID PLANS ARE NECESSARY TO ATTACH LAND UNDER DEVELOPMENT ENDORSEMENTS 9.8, 41.3 AND ALTA 35.3** AS TO THE POLICY TO BE ISSUED.

** SEE ADDITIONAL REQUIREMENTS BELOW FOR THE ALTA 35.3 AS TO OIL AND GAS INTEREST EXCEPTIONS 11, 14, 16 THROUGH 27, 29 AND 32.

5. FOR ENDORSEMENT ALTA 35.3 AS TO OIL AND GAS MINERAL RESERVATIONS OR OIL AND GAS LEASEHOLD INTERESTS, THE COMPANY AND ITS UNDERWRITER REQUIRE:
(1) DULY EXECUTED AND ACKNOWLEDGED SURFACE USE WAIVER AGREEMENTS OR SURFACE USE RELINQUISHMENTS, SPECIFIC TO THE SUBJECT PROPERTY, BY CURRENT OWNERS OF SAID OIL AND GAS MINERAL INTERESTS AND SAID OIL AND GAS LEASEHOLD INTERESTS;
(2) A MINERAL OPINION OR MINERAL INTEREST REPORT SETTING FORTH THE CURRENT OIL AND GAS MINERAL INTERESTS AND OIL AND GAS LEASEHOLD INTERESTS.

NOTE: THE COMPANY AND ITS UNDERWRITER RESERVE THE RIGHT TO ADD ADDITIONAL REQUIREMENTS OR EXCEPTIONS UPON REVIEW OF SAID DOCUMENTATION.

NOTE: THE ABOVE REQUIREMENT IS NECESSARY FOR CONSIDERATION OF THE ALTA 35.3 AS TO THE FOLLOWING OIL AND GAS INTEREST EXCEPTIONS: 11, 14, 16 THROUGH 27, 29 AND 32.

ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70656787-3

All of the following Requirements must be met:

6. PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY.
SAID REQUIREMENT IS NECESSARY TO DELETE EXCEPTION NO. 8.

REQUIREMENTS NECESSARY TO DELETE THE PRE-PRINTED EXCEPTIONS ON THE OWNER'S POLICY:

A. ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A FINAL APPROVED SURVEY AND SUBDIVISION PLAT.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ANY PARTY OTHER THAN MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

FIRST AMERICAN TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

C. ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF ALL TAXES DUE, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR OF CLOSING AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

E. ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656787-3](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THE ABOVE ITEM WILL BE DELETED UPON COMPLIANCE WITH THE REQUIREMENT HEREIN.

9. ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF COAL FROM THE SAME AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT CO., LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEEDS RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE [209](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE [299](#).

NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE [360](#).

10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE [168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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12. AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 573 AT PAGE [283](#).

13. (THIS ITEM WAS INTENTIONALLY DELETED)

14. OIL AND GAS LEASE BETWEEN JAMES E. RAZO AND JUANITA R. RAZO AND O.D. PRESLEY, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. [492078](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#).
REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

15. (THIS ITEM WAS INTENTIONALLY DELETED)

16. OIL AND GAS LEASE BETWEEN ROY N. AUSTIN, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED MAY 06, 1985 UNDER RECEPTION NO. [686626](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#).
REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

17. OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703693](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. [766084](#), [766085](#) AND [766086](#).

18. OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703694](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

19. OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703697](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

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20. OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. [717948](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766083](#).
21. OIL AND GAS LEASE BETWEEN JAY P. WALKER, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED JULY 09, 1986 UNDER RECEPTION NO. [772253](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
22. MINERAL DEED RECORDED MARCH 05, 1992 UNDER RECEPTION NO. [1165768](#).
23. OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. [1168168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
24. OIL AND GAS LEASE BETWEEN HELEN M. MASTRIONA AND FRANK M. MASTRIONA, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169721](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
25. OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169722](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
26. OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. [1171195](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
27. OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT COMPANY, LESSOR, AND BASIN EXPLORATION INCORPORATED, LESSEE, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. [1358710](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
28. (THIS ITEM WAS INTENTIONALLY DELETED)
29. TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED MARCH 20, 1995 AT RECEPTION NO. [01504571](#).
30. (THIS ITEM WAS INTENTIONALLY DELETED)
31. (THIS ITEM WAS INTENTIONALLY DELETED)
32. NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. [2112332](#).
33. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT
First American Title Insurance Company
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34. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED MAY 15, 2020 LAST REVISED _____ PREPARED BY HARRIS KOCHER SMITH, JOB #200231

SAID DOCUMENT STORED AS OUR IMAGE [26763517](#)

A. NORTH FENCE LINE IS NOT COINCIDENT WITH NORTH BOUNDARY.

B. EASEMENT AND RIGHT OF WAY FOR UTILITY LINES AND POLES LYING ALONG AND TRAVERSING THE WESTERLY BOUNDARY OF SUBJECT PROPERTY.

NOTE: THE ITEMS ABOVE MAY BE MODIFIED OR DELETED UPON REVIEW OF THE FINAL PLAT AND DETERMINATION OF THE LOTS AND TRACTS TO BE INSURED ON THE FINAL POLICY.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



First American Title™

Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral

regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use

We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy

We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education

We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible

collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENTS

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

First American Title Insurance Company



First American Title[™]

Commitment For Title Insurance Issued by First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

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



Senior Vice President



First American Title Insurance
 Company



Dennis J. Gilmore
 President



Greg L. Smith, Secretary

**AMERICAN
 LAND TITLE
 ASSOCIATION**



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70656795-5**

Date: **10/01/2020**

Property Address: **10994 ARAPAHOE RD, LAFAYETTE, CO 80026**

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

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6217 (Work)
(303) 393-4739 (Work Fax)
vfertig@ltgc.com
Company License: CO44565

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

MERITAGE HOMES
Attention: MIKE SALMINA
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 406-4344 (Work)
(720) 482-0222 (Work Fax)
mike.salmina@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: GENERAL COUNSEL
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
(480) 998-9178 (Work Fax)
Delivered via: No Commitment Delivery

MERITAGE HOMES
Attention: TIM CLEMENTS
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
Tim.Clements@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JEANNE MALYS
8800 E RAINTREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
jeanne.malys@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JOHN GARRETSON
6892 S YOSEMITE CT #1-201
CENTENNIAL, CO 80112
(855) 588-6374 (Work)
john.garretson@meritagehomes.com
Delivered via: Electronic Mail

PATRICK A. AND DEBRA K GONZALES
(303) 437-9436 (Work)
gonzop303@yahoo.com
Delivered via: Electronic Mail

MERITAGE HOMES

Attention: GLENN NIER

8400 E CRESCENT PKWY #200

GREENWOOD VILLAGE, CO 80111

(303) 257-9629 (Cell)

(303) 406-4323 (Work)

(720) 482-0222 (Work Fax)

glenn.nier@meritagehomes.com

Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: ERIK ANDERSON

3033 EAST FIRST AVENUE SUITE 600

DENVER, CO 80206

(303) 321-1880 (Work)

(303) 393-4912 (Work Fax)

eanderson@ltgc.com

Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABZ70656795-5**

Date: **10/01/2020**

Property Address: **10994 ARAPAHOE RD, LAFAYETTE, CO 80026**

Parties: **MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION**
PATRICK A. GONZALES AND DEBRA K. GONZALES

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees

"ALTA" Owner's Policy 06-17-06	\$9,601.00
Deletion of Exceptions 1-3	\$60.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 9.8-06	\$1,921.00
Endorsement 100.33-06 (patent)	\$100.00
Endorsement ALTA 35.3-06 Pending Requirements	\$1,441.00
Endorsement ALTA 41.3-06	\$961.00
Endorsement 103.7-06	\$100.00
Endorsement ALTA 25-06	\$961.00
Endorsement ALTA 26-06	\$200.00
Endorsement 8.2 - 06	\$961.00
Endorsement ALTA 17.2-06	\$500.00
Endorsement Arbitration Deletion-06	\$0.00
Endorsement ALTA 39-06	\$0.00
Tax Certificate	\$26.00
	Total \$16,857.00

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

Thank you for your order!

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Boulder county recorded 06/06/1994 under reception no. 1434442](#)

ALTA COMMITMENT
First American Title Insurance Company
Schedule A

Order Number: ABZ70656795-5

Property Address:

10994 ARAPAHOE RD, LAFAYETTE, CO 80026

1. Effective Date:

09/17/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$5,296,500.00

Proposed Insured:

MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION

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

A Fee Simple

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

PATRICK A. GONZALES AND DEBRA K. GONZALES

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

ALL THAT FOLLOWING DESCRIBED LOT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF BOULDER AND STATE OF COLORADO, TO WIT:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34;
THENCE NORTH 89°41'50" WEST, 538 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°41'50" WEST, 432 FEET;
THENCE SOUTH 0°4'20" WEST, 469.93 FEET; THENCE NORTH 89°41'50" WEST, 251.95 FEET;
THENCE SOUTH 0°14'20" WEST, 340.07 FEET; THENCE SOUTH 89°41'50" EAST, 683.95 FEET;
THENCE NORTH 0°14'20" EAST, 810 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70656795-5

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH FINAL SURVEY OF THE LOTS TO BE INSURED HEREIN. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY UPON COMPARISON TO THE PLAT OF THE FINAL LOTS TO BE INSURED HEREIN.

A DRAFT SURVEY OF THE LAND HAS BEEN PROVIDED TO THE COMPANY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY.

3. WARRANTY DEED FROM PATRICK A. GONZALES AND DEBRA K. GONZALES TO MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION CONVEYING SUBJECT PROPERTY.
4. RELEASE OF DEED OF TRUST DATED MAY 12, 2020 FROM PATRICK A. GONZALES AND DEBRA K. GONZALES TO THE PUBLIC TRUSTEE OF BOULDER COUNTY FOR THE USE OF FREEDOM MORTGAGE CORPORATION TO SECURE THE SUM OF \$350,000.00 RECORDED MAY 20, 2020, UNDER RECEPTION NO. [03785142](#).
5. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF _____, CREATING THE SUBDIVIDED LOTS AND TRACTS TO BE INSURED HEREIN. .

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

6. PROVIDE THE COMPANY WITH THE FINAL, FULLY EXECUTED SITE PLANS OR DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY, APPROVED BY TOWN OF ERIE.

NOTE: SAID PLANS ARE NECESSARY TO ATTACH LAND UNDER DEVELOPMENT ENDORSEMENTS 9.8, 41.3 AND ALTA 35.3** AS TO THE POLICY TO BE ISSUED.

** SEE ADDITIONAL REQUIREMENTS BELOW FOR THE ALTA 35.3 AS TO OIL AND GAS INTEREST EXCEPTIONS 11, 13, 16 THROUGH 27, 29 AND 32.

ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70656795-5

All of the following Requirements must be met:

7. FOR ENDORSEMENT ALTA 35.3 AS TO OIL AND GAS MINERAL RESERVATIONS OR OIL AND GAS LEASEHOLD INTERESTS, THE COMPANY AND ITS UNDERWRITER REQUIRE:
- (1) DULY EXECUTED AND ACKNOWLEDGED SURFACE USE WAIVER AGREEMENTS OR SURFACE USE RELINQUISHMENTS, SPECIFIC TO THE SUBJECT PROPERTY, BY CURRENT OWNERS OF SAID OIL AND GAS MINERAL INTERESTS AND SAID OIL AND GAS LEASEHOLD INTERESTS;
 - (2) A MINERAL OPINION OR MINERAL INTEREST REPORT SETTING FORTH THE CURRENT OIL AND GAS MINERAL INTERESTS AND OIL AND GAS LEASEHOLD INTERESTS.

NOTE: THE COMPANY AND ITS UNDERWRITER RESERVE THE RIGHT TO ADD ADDITIONAL REQUIREMENTS OR EXCEPTIONS UPON REVIEW OF SAID DOCUMENTATION.

NOTE: THE ABOVE REQUIREMENT IS NECESSARY FOR CONSIDERATION OF THE ALTA 35.3 AS TO THE FOLLOWING OIL AND GAS INTEREST EXCEPTIONS: 11, 13, 16 THROUGH 27, 29 AND 32.

8. PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY.
SAID REQUIREMENT IS NECESSARY TO DELETE EXCEPTION NO. 8.

REQUIREMENTS NECESSARY TO DELETE THE PRE-PRINTED EXCEPTIONS ON THE OWNER'S POLICY:

A. ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A FINAL APPROVED SURVEY AND SUBDIVISION PLAT.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ANY PARTY OTHER THAN MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

FIRST AMERICAN TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

C. ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF ALL TAXES DUE, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR OF CLOSING AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

E. ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656795-5](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THE ABOVE ITEM WILL BE DELETED UPON COMPLIANCE WITH THE REQUIREMENT HEREIN.

9. ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF COAL FROM THE SAME AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT CO., LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEEDS RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE [209](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE [299](#).

NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE [360](#).

10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE [168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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12. AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 573 AT PAGE [283](#).

13. OIL AND GAS LEASE BETWEEN GEZA DOMBI, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. [492077](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#). REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

14. (THIS ITEM WAS INTENTIONALLY DELETED)

15. (THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

16. OIL AND GAS LEASE BETWEEN ROY N. AUSTIN, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED MAY 06, 1985 UNDER RECEPTION NO. [686626](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#). REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

17. OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703693](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. [766084](#), [766085](#) AND [766086](#).

18. OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703694](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

19. OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703697](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

20. OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. [717948](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766083](#).

21. OIL AND GAS LEASE BETWEEN JAY P. WALKER, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED JULY 09, 1986 UNDER RECEPTION NO. [772253](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
22. MINERAL DEED RECORDED MARCH 05, 1992 UNDER RECEPTION NO. [1165768](#).
23. OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. [1168168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
24. OIL AND GAS LEASE BETWEEN HELEN M. MASTRIONA AND FRANK M. MASTRIONA, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169721](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
25. OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169722](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
26. OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. [1171195](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
27. OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT COMPANY, LESSOR, AND BASIN EXPLORATION INCORPORATED, LESSEE, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. [1358710](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
28. (THIS ITEM WAS INTENTIONALLY DELETED)
29. TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED MARCH 20, 1995 AT RECEPTION NO. [01504571](#).
30. RIGHTS OF THE PUBLIC TO THAT PORTION OF SUBJECT PROPERTY LYING WITHIN ARAPAHOE ROAD, AS EVIDENCED BY ARAPAHOE ROAD - ANNEXATION NO. 1, RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. [1727895](#).

(AFFECTS THE NORTHERLY 30 FEET OF SUBJECT PROPERTY)

NOTE: THE ABOVE ITEM MAY BE MODIFIED OR DELETED UPON REVIEW OF THE FINAL PLAT AND DETERMINATION OF THE LOTS AND TRACTS TO BE INSURED ON THE FINAL POLICY.

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31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 551 RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. [1727898](#).

(AFFECTS THE NORTHERLY 30 FEET OF SUBJECT PROPERTY)

NOTE: THE ABOVE ITEM MAY BE MODIFIED OR DELETED UPON REVIEW OF THE FINAL PLAT AND DETERMINATION OF THE LOTS AND TRACTS TO BE INSURED ON THE FINAL POLICY.

32. NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. [2112332](#).

33. (THIS ITEM WAS INTENTIONALLY DELETED)

34. 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 SOUTH BOULDER CANYON DITCH OR ITS DITCH LATERALS, AND ANY AND ALL RIGHTS OF THE DITCH COMPANY RELATING TO SOUTH BOULDER CANYON DITCH AND DITCH LATERALS, WHICH TRAVERSE THE SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH.

NOTE: AGREEMENT RECORDED FEBRUARY 6, 2001 UNDER RECEPTION NO. [2116595](#), SPECIFICALLY DOES NOT RESOLVE ALL MATTERS PERTAINING TO THE DITCH.

35. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 03, 1985, UNDER RECEPTION NO. [710155](#).

NOTE: THE FOLLOWING WILL BE ADDED ON THE FINAL OWNER'S POLICY: "NONE DUE AND PAYABLE AS OF DATE OF POLICY"

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS RECORDED MAY 03, 1995 UNDER RECEPTION NO. [01514415](#).

37. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 14, 1995, UNDER RECEPTION NO. [01530973](#) AND JULY 31, 1995 UNDER RECEPTION NO. [01534710](#).

THE FOLLOWING WILL BE ADDED ON THE FINAL OWNER'S POLICY: "NONE DUE AND PAYABLE AS OF DATE OF POLICY".

38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN SOUTH BOULDER CANON DITCH COMPANY, PATRICK A. GONZALES AND DEBORAH K. GONZALES, ET AL. RECORDED FEBRUARY 06, 2001 UNDER RECEPTION NO. [2116595](#).

FINAL JUDGMENT IN CONNECTION WITH SAID AGREEMENT RECORDED OCTOBER 18, 2002 UNDER RECEPTION NO. [2345741](#).

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED AUGUST 14, 2001 UNDER RECEPTION NO. [2185449](#).

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40. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED MAY 15, 2020 LAST REVISED _____ PREPARED BY HARRIS KOCHER SMITH, JOB #200231

SAID DOCUMENT STORED AS OUR IMAGE [26763517](#)

A. EASEMENT AND RIGHT OF WAY FOR ARAPAHOE ROAD RIGHT OF WAY ALONG THE NORTHERLY 30 FEET OF SUBJECT PROPERTY (SAID LAND WAS ANNEXED TO THE TOWN OF ERIE.

B EASEMENT AND RIGHT OF WAY FOR UTILITIES RUNNING THROUGH THE NORTHERLY 30 FEET OF SUBJECT PROPERTY (SAID LAND WAS ANNEXED TO THE TOWN OF ERIE.

C. FENCES ARE NOT ENTIRELY COINCIDENT WITH BOUNDARY LINES.

D. EASEMENT AND RIGHT OF WAY FOR UTILITY LINES AND POLES LYING ALONG AND TRAVERSING THE SOUTHERLY BOUNDARY OF SUBJECT PROPERTY.

NOTE: THE ITEMS ABOVE MAY BE MODIFIED OR DELETED UPON REVIEW OF THE FINAL PLAT AND DETERMINATION OF THE LOTS AND TRACTS TO BE INSURED ON THE FINAL POLICY.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



First American Title™

Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral

regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use

We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy

We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education

We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible

collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENTS

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

First American Title Insurance Company



First American Title[™]

Commitment For Title Insurance Issued by First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

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

CB Rantz

Senior Vice President



First American Title Insurance
 Company

Dennis J. Gilmore

Dennis J. Gilmore
 President

Greg L. Smith

Greg L. Smith, Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABZ70656781-5**

Date: **10/01/2020**

Property Address: **1445 NORTH 111TH STREET, LAFAYETTE, CO 80026**

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

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6217 (Work)
(303) 393-4739 (Work Fax)
vfertig@ltgc.com
Company License: CO44565

For Title Assistance

Kim Zimmerman
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(720) 406-2083 (Work)
kzimmerman@ltgc.com

MERITAGE HOMES
Attention: MIKE SALMINA
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 406-4344 (Work)
(720) 482-0222 (Work Fax)
mike.salmina@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JOHN GARRETSON
6892 S YOSEMITE CT #1-201
CENTENNIAL, CO 80112
(855) 588-6374 (Work)
john.garretson@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: TIM CLEMENTS
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(855) 588-6374 (Work)
tim.clements@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: GLENN NIER
8400 E CRESCENT PKWY #200
GREENWOOD VILLAGE, CO 80111
(303) 257-9629 (Cell)
(303) 406-4323 (Work)
(720) 482-0222 (Work Fax)
glenn.nier@meritagehomes.com
Delivered via: Electronic Mail

MERITAGE HOMES
Attention: JEANNE MALYS
8800 E RAIN TREE DR #300
SCOTTSDALE, AZ 85260
(480) 515-8972 (Work)
jeanne.malys@meritagehomes.com
Delivered via: Electronic Mail

OLVIN H. GALDAMEZ SOSA
1445 N 111TH STREET
LAFAYETTE, CO 80026
(720) 989-7583 (Work)
sosagreenland@hotmail.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABZ70656781-5** Date: **10/01/2020**
Property Address: **1445 NORTH 111TH STREET, LAFAYETTE, CO 80026**
Parties: **MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION**
OLVIN H. GALDAMEZ SOSA

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees

"ALTA" Owner's Policy 06-17-06	\$4,669.00
Deletion of Exceptions 1-3	\$60.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 9.8-06	\$934.00
Endorsement 100.33-06	\$100.00
Endorsement ALTA 35.3-06	\$701.00
Endorsement ALTA 41.3-06	\$467.00
Endorsement 103.7-06	\$100.00
Endorsement ALTA 25-06	\$467.00
Endorsement ALTA 26-06	\$200.00
Endorsement 8.2 - 06	\$467.00
Endorsement ALTA 17.2-06	\$467.00
Endorsement Arbitration Deletion-06	\$0.00
Endorsement ALTA 39-06	\$0.00
Tax Certificate	\$26.00
	Total \$8,683.00

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

Thank you for your order!

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Boulder county recorded 06/19/2014 under reception no. 03386531](#)

ALTA COMMITMENT
First American Title Insurance Company
Schedule A

Order Number: ABZ70656781-5

Property Address:

1445 NORTH 111TH STREET, LAFAYETTE, CO 80026

1. Effective Date:

09/17/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$2,150,000.00

Proposed Insured:

MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION

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

A Fee Simple

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

OLVIN H. GALDAMEZ SOSA

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., BOULDER COUNTY, COLORADO; FROM WHENCE THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER BEARS NORTH 00° 14'20" EAST 403.00 FEET; THENCE NORTH 89° 41'50" WEST PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER 538.00 FEET; THENCE SOUTH 00° 14'20" WEST, PARALLEL TO THE EAST LINE OF THE SAID NORTHEAST QUARTER, 407.00 FEET; THENCE SOUTH 89° 41'50" WEST, PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER 538.00 FEET; THENCE NORTH 00° 14'20" EAST ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER, 407.00 FEET TO THE POINT OF BEGINNING; SUBJECT TO A ROAD RIGHT-OF-WAY OVER AND ACROSS THE EASTERLY 30.00 FEET, AS SET FORTH IN DEED RECORDED SEPTEMBER 25, 1969 UNDER RECEPTION NO. [925592](#), COUNTY OF BOULDER, STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70656781-5

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH FINAL SURVEY OF THE LOTS TO BE INSURED HEREIN. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY UPON COMPARISON TO THE PLAT OF THE FINAL LOTS TO BE INSURED HEREIN.

A DRAFT SURVEY OF THE LAND HAS BEEN PROVIDED TO THE COMPANY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND FIRST AMERICAN TITLE INSURANCE COMPANY.

2. WARRANTY DEED FROM OLVIN H. GALDAMEZ SOSA TO MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION CONVEYING SUBJECT PROPERTY.
3. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF _____, CREATING THE SUBDIVIDED LOTS AND TRACTS TO BE INSURED HEREIN. .

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

4. PROVIDE THE COMPANY WITH THE FINAL, FULLY EXECUTED SITE PLANS OR DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY, APPROVED BY TOWN OF ERIE.

NOTE: SAID PLANS ARE NECESSARY TO ATTACH LAND UNDER DEVELOPMENT ENDORSEMENTS 9.8, 41.3 AND ALTA 35.3** AS TO THE POLICY TO BE ISSUED.

** SEE ADDITIONAL REQUIREMENTS BELOW FOR THE ALTA 35.3 AS TO OIL AND GAS INTEREST EXCEPTIONS 12 THROUGH 18, 20 THROUGH 27, 29 AND 30.

5. FOR ENDORSEMENT ALTA 35.3 AS TO OIL AND GAS MINERAL RESERVATIONS OR OIL AND GAS LEASEHOLD INTERESTS, THE COMPANY AND ITS UNDERWRITER REQUIRE:
 - (1) DULY EXECUTED AND ACKNOWLEDGED SURFACE USE WAIVER AGREEMENTS OR SURFACE USE RELINQUISHMENTS, SPECIFIC TO THE SUBJECT PROPERTY, BY CURRENT OWNERS OF SAID OIL AND GAS MINERAL INTERESTS AND SAID OIL AND GAS LEASEHOLD INTERESTS;
 - (2) A MINERAL OPINION OR MINERAL INTEREST REPORT SETTING FORTH THE CURRENT OIL AND GAS MINERAL INTERESTS AND OIL AND GAS LEASEHOLD INTERESTS.

NOTE: THE COMPANY AND ITS UNDERWRITER RESERVE THE RIGHT TO ADD ADDITIONAL REQUIREMENTS OR EXCEPTIONS UPON REVIEW OF SAID DOCUMENTATION.

NOTE: THE ABOVE REQUIREMENT IS NECESSARY FOR CONSIDERATION OF THE ALTA 35.3 AS TO THE FOLLOWING OIL AND GAS INTEREST EXCEPTIONS: 12 THROUGH 18, 20 THROUGH 27, 29 AND 30.

ALTA COMMITMENT

First American Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABZ70656781-5

All of the following Requirements must be met:

6. PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY.
SAID REQUIREMENT IS NECESSARY TO DELETE EXCEPTION NO. 8.

REQUIREMENTS NECESSARY TO DELETE THE PRE-PRINTED EXCEPTIONS ON THE OWNER'S POLICY:

A. ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A FINAL APPROVED SURVEY AND SUBDIVISION PLAT.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ANY PARTY OTHER THAN MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

FIRST AMERICAN TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MERITAGE HOMES OF COLORADO, INC., AN ARIZONA CORPORATION.

C. ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF ALL TAXES DUE, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR OF CLOSING AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

E. ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656781-5](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.

NOTE: THE ABOVE ITEM WILL BE DELETED UPON COMPLIANCE WITH THE REQUIREMENT HEREIN.

9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. RESERVATION OF ALL COAL THAT MAY BE UNDERNEATH SURFACE OF THE LAND HEREIN DESCRIBED, AND THE EXCLUSIVE RIGHT TO PROSPECT SINK SHAFT OR SHAFTS AND MINE FOR THE SAME AND SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL OR OTHER MINE OR MINES THAT MAY BE DEVELOPED UPON SAID PREMISES, AND FOR THE TRANSPORTATION OF THE OF THE PRODUCT THEREFROM AS DESCRIBED IN DEED RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE [209](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE [299](#).

NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE [360](#).

11. (THIS ITEM WAS INTENTIONALLY DELETED)
12. AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE [168](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656781-5](#)

13. OIL AND GAS LEASE BETWEEN JAMES N. MCBRIDE AND JERRIE B. MCBRIDE AND O.D. PRESLEY, RECORDED MAY 21, 1982 UNDER RECEPTION NO. [495536](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#). REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

14. OIL AND GAS LEASE BETWEEN ROY N. AUSTIN AND O.D. PRESLEY, RECORDED MAY 06, 1985 UNDER RECEPTION NO. [686626](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

DECLARATION OF POOLING WAS RECORDED JUNE 14, 1985 UNDER RECEPTION NO. [694323](#).

NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. [702639](#). REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

15. OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703693](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. [766084](#), [766085](#) AND [766086](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

16. OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703694](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

17. MINERAL DEEDS RECORDED AUGUST 6, 1985 UNDER RECEPTION NOS. [703696](#) AND [703699](#).

(AFFECTS NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34)

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656781-5](#)

18. OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. [703697](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 03, 1985, UNDER RECEPTION NO. [710155](#).

NOTE: THE FOLLOWING WILL BE ADDED ON THE FINAL OWNER'S POLICY: "NONE DUE AND PAYABLE AS OF DATE OF POLICY"

20. OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. [717948](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. [754068](#) AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766082](#).

NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. [766083](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

21. MINERAL DEED RECORDED MARCH 5, 1992 UNDER RECEPTION NO. [1165768](#).

(AFFECTS NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34)

22. OIL AND GAS LEASE BETWEEN PAUL K. LASNIK AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. [1168168](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

23. OIL AND GAS LEASE BETWEEN JOSEPH LASNIK, HEIR OF L. LASNIK, ALSO KNOWN AS LAWRENCE LASNIK AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. [1168169](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

24. OIL AND GAS LEASE BETWEEN HOLEN M. MASTRIONA AND FRANK M. MASTRIONA AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169721](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656781-5](#)

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

25. OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. [1169722](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

26. OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. [1171195](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

27. OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT CORPORATION AND BASIN EXPLORATION CORPORATION, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. [1358710](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

28. (THIS ITEM WAS INTENTIONALLY DELETED)

29. MINERAL DEED RECORDED MARCH 20, 1995 UNDER RECEPTION NO. [1504571](#).

(AFFECTS NORTH 1/2 OF THE NE1/4 OF SECTION 34)

30. MINERAL INTERESTS AS DESCRIBED IN DEED RECORDED DECEMBER 4, 1997 UNDER RECEPTION NO. [1753084](#).

31. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 08, 2004, UNDER RECEPTION NO. [2625297](#).

NOTE: THE FOLLOWING WILL BE ADDED ON THE FINAL OWNER'S POLICY: "NONE DUE AND PAYABLE AS OF DATE OF POLICY"

32. LEASE BETWEEN JAMES N. MCBRIDE, LESSOR, AND KENDRA AND KAROL HOPPER, LESSEE, AS SHOWN BY MONTH TO MONTH RESIDENTIAL RENTAL AGREEMENT RECORDED APRIL 19, 2013, UNDER RECEPTION NO. [3306090](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

NOTE: THE ABOVE ITEM WILL BE DELETED UPON RECORDATION OF A TERMINATION BY SELLER HEREIN CONFIRMING THE LEASE WAS TERMINATED.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR A MAJOR REPAIR TO AN ONSITE WASTEWATER SYSTEM RECORDED JUNE 30, 2014 UNDER RECEPTION NO. [3388345](#).

ALTA COMMITMENT
First American Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: [ABZ70656781-5](#)

34. (THIS ITEM WAS INTENTIONALLY DELETED)
35. AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 573 AT PAGE [283](#).
36. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY DATED MAY 15, 2020 LAST REVISED _____ PREPARED BY HARRIS KOCHER SMITH, JOB #200231

SAID DOCUMENT STORED AS OUR IMAGE [26763517](#)

A. EASEMENT AND RIGHT OF WAY FOR UTILITY LINES AND POLES LYING ALONG AND TRAVERSING THE SOUTHERLY BOUNDARY OF SUBJECT PROPERTY.

NOTE: NOTE: THE ITEMS ABOVE MAY BE MODIFIED OR DELETED UPON REVIEW OF THE FINAL PLAT AND DETERMINATION OF THE LOTS AND TRACTS TO BE INSURED ON THE FINAL POLICY.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



First American Title™

Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral

regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use

We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy

We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education

We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible

collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENTS

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

First American Title Insurance Company



*First American Title*TM

Commitment For Title Insurance Issued by First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

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



Senior Vice President



First American Title Insurance
 Company



Dennis J. Gilmore
 President



Greg L. Smith, Secretary

**AMERICAN
 LAND TITLE
 ASSOCIATION**



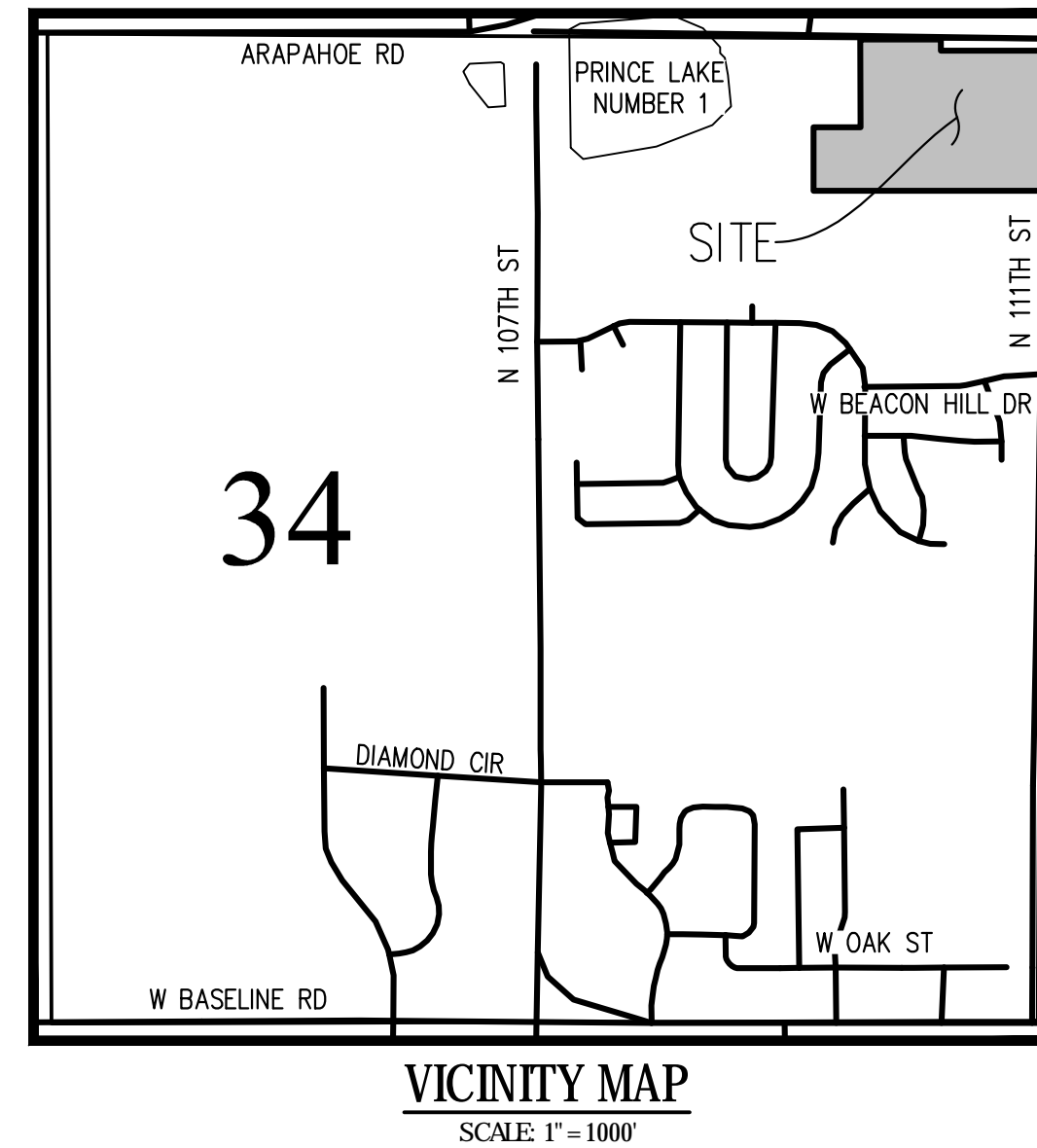
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO



PROPERTY DESCRIPTION:

PARCEL I:
COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.;
THENCE NORTH 89°41'50" WEST, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°41'50" WEST, A DISTANCE OF 432.00 FEET;
THENCE SOUTH 00°04'20" WEST, A DISTANCE OF 469.93 FEET;
THENCE NORTH 89°41'50" WEST, A DISTANCE OF 251.95 FEET;
THENCE SOUTH 00°14'20" WEST, A DISTANCE OF 340.07 FEET;
THENCE SOUTH 89°41'50" EAST, A DISTANCE OF 683.95 FEET;
THENCE NORTH 00°14'20" EAST, A DISTANCE OF 810.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL II:
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 34 BEARS NORTH 00°14'20" EAST, A DISTANCE OF 60.00 FEET;
THENCE NORTH 89°50'00" WEST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 538.00 FEET;
THENCE SOUTH 00°20'00" WEST PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 343.00 FEET;
THENCE SOUTH 89°50'00" EAST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 538.00 FEET;
THENCE NORTH 00°20'00" EAST PARALLEL TO THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 343.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL III:
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., FROM WHENCE THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 BEARS NORTH 00°14'20" EAST, A DISTANCE OF 403.00 FEET;
THENCE NORTH 89°41'50" WEST PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER, A DISTANCE OF 538.00 FEET;
THENCE SOUTH 00°14'20" WEST PARALLEL TO THE EAST LINE OF THE SAID NORTHEAST QUARTER, A DISTANCE OF 407.00 FEET;
THENCE SOUTH 89°41'50" WEST PARALLEL TO THE NORTH LINE OF THE SAID NORTHEAST QUARTER, A DISTANCE OF 538.00 FEET;
THENCE NORTH 00°14'20" EAST ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER, A DISTANCE OF 407.00 FEET TO THE POINT OF BEGINNING;
SUBJECT TO A ROAD RIGHT-OF-WAY OVER AND ACROSS THE EASTERLY 30.00 FEET.

NOTES:

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, ORDER NO. ABZ70656795 HAVING AN EFFECTIVE DATE OF 03/06/2020 AT 5:00 P.M., ORDER NO. ABZ70656787 HAVING AN EFFECTIVE DATE OF 03/06/2020 AT 5:00 P.M., ORDER NO. ABZ70656781 HAVING AN EFFECTIVE DATE OF 03/05/2020 AT 5:00 P.M., ALL ISSUED BY LAND TITLE GUARANTEE COMPANY.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- TABLE A ITEM 2: ADDRESS OF SURVEYED PROPERTIES: 10994 ARAPAHOE ROAD, 11070 ARAPAHOE ROAD & 1445 N 111TH STREET.
- TABLE A ITEM 3: SUBJECT PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 08013C0438J, DATED DECEMBER 18, 2012 & MAP NUMBER 08013C0439J. ZONE X IS DEFINED AS AREAS OUTSIDE THE 0.2-PERCENT ANNUAL CHANCE FLOODPLAIN.
- TABLE A ITEM 4: GROSS LAND AREA OF SUBJECT PROPERTY: 838,830 SQUARE FEET OR 19.26 ACRES ±
- TABLE A ITEM 5: BENCHMARK: COUNTY OF BOULDER CONTROL MONUMENT WANAKA, PID: KK2065, A 3.25" BRASS CAP IN CONCRETE POST STAMPED: NGS KK2065 WANAKA 1985, WITH A NAVD88 ORTHOMETRIC HEIGHT OF 5323. FEET, AND A GPS OBSERVED HEIGHT OF 5323.79 FEET.
- TABLE A ITEM 6(a): CLIENT DID NOT PROVIDE A ZONING REPORT OR LETTER TO THE SURVEYOR, SUCH TABLE A ITEMS 6(a) WAS NOT ADDRESSED.
- TABLE A ITEM 9: THERE ARE NO CLEARLY IDENTIFIABLE PARKING SPACES ON SURVEYED PROPERTY.
- TABLE A ITEM 11: UTILITIES SHOWN HEREON ARE FROM VISIBLE FIELD INFORMATION AND UTILITY LOCATES WERE PROVIDED FOR THIS SURVEY BY TOM RICHARDSON LLC JOB NO. 200131 DATED 04/22/2020. HARRIS KOCHER SMITH DOES NOT GUARANTEE THESE LOCATIONS OR THAT THE UTILITIES SHOWN HEREON COMPRISE ALL UTILITIES IN THIS AREA, EITHER IN SERVICE OR ABANDONED. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
- TABLE A ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- TABLE A ITEM 18: THERE WAS NO FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, AS MONUMENTED AT THE WEST END BY A 3.25" ALUMINUM CAP ILLEGIBLE IN RANGEBOX, AND AT THE EAST END BY A 2.5" ALUMINUM CAP STAMPED: 1997 PLS 12405 IN RANGEBOX, AS BEARING SOUTH 89°58'02" EAST.
- THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
- THE SURVEYED PROPERTY IS SUBJECT TO THE TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, OBLIGATIONS AND RESERVATIONS CONTAINED IN THE FOLLOWING RECORDED DOCUMENTS IN THE TITLE COMMITMENT AS REFERENCED IN NOTE 1.

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656795)

- INDICATES THE EXCEPTION NUMBER WITHIN THE SCHEDULE B--2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1. (EXCEPTIONS 1-8 ARE STANDARD EXCEPTIONS) (*ITALIC TEXT IS THE SURVEYOR'S PARENTHETICAL NOTE*)
- ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF COAL FROM THE SAME AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT CO., LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEEDS RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE 209, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299.
NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE 360.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS LYING UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED TO GEORGE MURRAY, EDWARD E. HOLMES AND ALFRED N. GOSSETT BY THE DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE 168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 573 AT PAGE 283.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN GEZA DOMBI, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. 492077, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
EXTENSIONS OF OIL AND GAS LEASE RECORDED JANUARY 23, 1985 UNDER RECEPTION NO. 668370, AND MAY 06, 1985 UNDER RECEPTION NO. 686622.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN JAMES E. RAZO AND JUANITA R. RAZO AND O.D. PRESLEY, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. 492078 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- RIGHT OF WAY EASEMENT FOR PIPELINE, AND INCIDENTAL PURPOSES, AS GRANTED TO CDM PIPELINE COMPANY, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED JULY 16, 1984 UNDER RECEPTION NO. 634026, AND CORRECTION AND AMENDMENT OF PIPELINE RIGHT-OF-WAY GRANT RECORDED OCTOBER 15, 1984 UNDER RECEPTION NO. 652036.
PIPELINE SURVEY MAP RECORDED SEPTEMBER 28, 1984 UNDER RECEPTION NO. 649253.
(AFFECTS SUBJECT PROPERTY, THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- OIL AND GAS LEASE BETWEEN ROY N. AUSTIN, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED MAY 06, 1985 UNDER RECEPTION NO. 686626, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. 702639. REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703693, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. 766084, 766085 AND 766086.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703694, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703697, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656795 CONTINUED)

- OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. 717948, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766083.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN JAY P. WALKER, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED JULY 09, 1986 UNDER RECEPTION NO. 772253, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- MINERAL DEED RECORDED MARCH 05, 1992 UNDER RECEPTION NO. 1165768.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. 1168168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN HELEN M. MASTRIONA AND FRANK M. MASTRIONA, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169721, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. 1171195, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT COMPANY, LESSOR, AND BASIN EXPLORATION INCORPORATED, LESSEE, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. 1358710, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIPELINE RIGHT-OF-WAY GRANT RECORDED FEBRUARY 27, 1995 UNDER RECEPTION NO. 01500149.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED MARCH 20, 1995 AT RECEPTION NO. 01504571.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- RIGHTS OF THE PUBLIC TO THAT PORTION OF SUBJECT PROPERTY LYING WITHIN ARAPAHOE ROAD, AS EVIDENCED BY ARAPAHOE ROAD - ANNEXATION NO. 1, RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. 1727895.
(AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 551 RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. 1727898.
(AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON)
- NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. 2112332.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITIES EASEMENT AGREEMENT RECORDED JULY 16, 2004 UNDER RECEPTION NO. 2608334.
(IT IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY)
- 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 SOUTH BOULDER CANYON DITCH.
(POTENTIALLY AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 03, 1985, UNDER RECEPTION NO. 710155.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS RECORDED MAY 03, 1995 UNDER RECEPTION NO. 01514415.
(AFFECTS SUBJECT PROPERTY, BLANKET OVER PARCEL 1)
- ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 14, 1995, UNDER RECEPTION NO. 01530973 AND JULY 31, 1995 UNDER RECEPTION NO. 01534710.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED FEBRUARY 06, 2001 UNDER RECEPTION NO. 2116595. FINAL JUDGMENT IN CONNECTION WITH SAID AGREEMENT RECORDED OCTOBER 18, 2002 UNDER RECEPTION NO. 2345741.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED AUGUST 14, 2001 UNDER RECEPTION NO. 2185449.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11, 16, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 14, 2020.

DATE OF PLAT OR MAP: _____

MIGUEL A. ROMERO, PLS 38164
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

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ISSUE DATE: 05/15/2020

DATE	REVISION COMMENTS

DRAFT



111TH AND ARAPAHOE

COVER

PROJECT #: 200231

SHEET NUMBER

1

1 OF 3

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

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ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656787)

- X** INDICATES THE EXCEPTION NUMBER WITHIN THE SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1. (EXCEPTIONS 1-8 ARE STANDARD EXCEPTIONS) *(ITALIC TEXT IS THE SURVEYOR'S PARENTHETICAL NOTE)*
- 9** ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, AND THE EXCLUSIVE RIGHT TO PROSPECT, SINK SHAFT OR SHAFTS AND MINE FOR THE SAME; ALSO RESERVING SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF COAL FROM THE SAME AS RESERVED UNTO THE COLORADO MORTGAGE AND INVESTMENT CO., LTD., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF GREAT BRITAIN AND IRELAND; ANDREW WHITTON; JAMES GUTHRIE; AND ALEXANDER GOURLAY IN THE DEEDS RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE 209, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299.
NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE 360.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 10** AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS LYING UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED TO GEORGE MURRAY, EDWARD E. HOLMES AND ALFRED N. GOSSETT BY THE DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 11** AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE 168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 12** TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 573 AT PAGE 283.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 13** OIL AND GAS LEASE BETWEEN GEZA DOMBI, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. 492077, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
EXTENSIONS OF OIL AND GAS LEASE RECORDED JANUARY 23, 1985 UNDER RECEPTION NO. 668370, AND MAY 06, 1985 UNDER RECEPTION NO. 686622.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 14** OIL AND GAS LEASE BETWEEN JAMES E. RAZO AND JUANITA R. RAZO AND O.D. PRESLEY, RECORDED APRIL 26, 1982 UNDER RECEPTION NO. 492078 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 15** RIGHT OF WAY EASEMENT FOR PIPELINE, AND INCIDENTAL PURPOSES, AS GRANTED TO CDM PIPELINE COMPANY, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED JULY 16, 1984 UNDER RECEPTION NO. 634026, AND CORRECTION AND AMENDMENT OF PIPELINE RIGHT-OF-WAY GRANT RECORDED OCTOBER 15, 1984 UNDER RECEPTION NO. 652036.
PIPELINE SURVEY MAP RECORDED SEPTEMBER 28, 1984 UNDER RECEPTION NO. 649253.
(AFFECTS SUBJECT PROPERTY, AFFECTS SUBJECT PROPERTY, THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 16** OIL AND GAS LEASE BETWEEN ROY N. AUSTIN, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED MAY 06, 1985 UNDER RECEPTION NO. 686626, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. 702639. REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 17** OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703693, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. 766084, 766085 AND 766086.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 18** OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703694, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 19** OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703697, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 20** OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. 717948, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766083.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 21** OIL AND GAS LEASE BETWEEN JAY P. WALKER, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED JULY 09, 1986 UNDER RECEPTION NO. 772253, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 22** MINERAL DEED RECORDED MARCH 05, 1992 UNDER RECEPTION NO. 1165768.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 23** OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. 1168168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 24** OIL AND GAS LEASE BETWEEN HELEN M. MASTRIONA AND FRANK M. MASTRIONA, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169721, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 25** OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 26** OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS, LESSOR, AND MARTIN EXPLORATION MANAGEMENT COMPANY, LESSEE, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. 1171195, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 27** OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT COMPANY, LESSOR, AND BASIN EXPLORATION INCORPORATED, LESSEE, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. 1358710, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 28** TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIPELINE RIGHT-OF-WAY GRANT RECORDED FEBRUARY 27, 1995 UNDER RECEPTION NO. 01500149.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 29** TERMS, CONDITIONS AND PROVISIONS OF MINERAL DEED RECORDED MARCH 20, 1995 AT RECEPTION NO. 01504571.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656787 CONTINUED)

- 30** RIGHTS OF THE PUBLIC TO THAT PORTION OF SUBJECT PROPERTY LYING WITHIN ARAPAHOE ROAD, AS EVIDENCED BY ARAPAHOE ROAD - ANNEXATION NO. 1, RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. 1727895.
(AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON)
- 31** TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 551 RECORDED SEPTEMBER 04, 1997 UNDER RECEPTION NO. 1727898.
(AFFECTS SUBJECT PROPERTY, AS SHOWN HEREON)
- 32** NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED JANUARY 23, 2001 UNDER RECEPTION NO. 2112332.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 33** TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITIES EASEMENT AGREEMENT RECORDED JULY 16, 2004 UNDER RECEPTION NO. 2608334.
(IT IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY)

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656795)

- X** INDICATES THE EXCEPTION NUMBER WITHIN THE SCHEDULE B-2 OF THE TITLE COMMITMENT REFERENCED IN NOTE 1. (EXCEPTIONS 1-8 ARE STANDARD EXCEPTIONS) *(ITALIC TEXT IS THE SURVEYOR'S PARENTHETICAL NOTE)*
- 9** 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 SOUTH BOULDER CANYON DITCH, AND ANY AND ALL RIGHTS OF THE DITCH COMPANY RELATING TO SOUTH BOULDER CANYON DITCH, WHICH TRAVERSES SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCH.
(POTENTIALLY AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 10** RESERVATION OF ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND, HEREIN DESCRIBED, AND THE EXCLUSIVE RIGHT TO PROSPECT SINK SHAFT OR SHAFTS AND MINE FOR THE SAME AND SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL OR OTHER MINES THAT MAY BE DEVELOPED UPON SAID PREMISES, AND FOR THE TRANSPORTATION OF THE PRODUCT THEREFROM AS DESCRIBED IN THE DEED RECORDED OCTOBER 18, 1901 IN BOOK 249 AT PAGE 209, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: MINERAL DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299.
NOTE: MINERAL DEED RECORDED SEPTEMBER 11, 1929 IN BOOK 566 AT PAGE 360.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 11** AN UNDIVIDED ONE-HALF INTEREST IN THE COAL AND OTHER MINERALS LYING UNDERNEATH THE SURFACE OF THE LAND AS CONVEYED TO GEORGE MURRAY, EDWARD E. HOLMES AND ALFRED N. GOSSETT BY THE DEED RECORDED FEBRUARY 27, 1907 IN BOOK 296 AT PAGE 299, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 12** AN UNDIVIDED 2 1/2 % INTEREST IN AND TO ALL THE OIL AND GAS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE LAND, AS CONVEYED TO ROY R. CARPENTER BY DEED RECORDED JULY 22, 1924 IN BOOK 511 AT PAGE 168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 13** OIL AND GAS LEASE BETWEEN JAMES N. MCBRIDE AND JERRIE B. MCBRIDE AND O.D. PRESLEY, RECORDED MAY 21, 1982 UNDER RECEPTION NO. 495536 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 14** OIL AND GAS LEASE BETWEEN ROY N. AUSTIN AND O.D. PRESLEY, RECORDED MAY 06, 1985 UNDER RECEPTION NO. 686626 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: AFFIDAVIT OF PRODUCTION RECORDED JULY 30, 1985 UNDER RECEPTION NO. 702639. REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 15** OIL AND GAS LEASE BETWEEN JANE KUEHNER, MARY F. DEHAAN, MICHAEL R. SHELTON, MARK L. SHELTON, BRUCE D. CARPENTER, LESSORS, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703693, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 16** OIL AND GAS LEASE BETWEEN CLAUDE JONES AND ALINE JONES, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703694, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATIONS OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NOS. 766084, 766085, 766086.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 17** MINERAL DEEDS RECORDED AUGUST 6, 1985 UNDER RECEPTION NOS. 703696 AND 703699.
(AFFECTS NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34)
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 18** OIL AND GAS LEASE BETWEEN EVAN DUVAL, JR. AND O.D. PRESLEY, LESSOR, AND RICHARDSON OIL COMPANY, LESSEE, RECORDED AUGUST 06, 1985 UNDER RECEPTION NO. 703697, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 19** ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LONGMONT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 03, 1985, UNDER RECEPTION NO. 710155.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 20** OIL AND GAS LEASE BETWEEN WINNIFRED H. EWALT, LESSOR, AND O.D. PRESLEY, LESSEE, RECORDED OCTOBER 08, 1985 UNDER RECEPTION NO. 717948, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: REVISED AFFIDAVIT OF PRODUCTION RECORDED APRIL 21, 1986 UNDER RECEPTION NO. 754068 AND RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766082.
NOTE: RATIFICATION OF OIL AND GAS LEASE RECORDED JUNE 12, 1986 UNDER RECEPTION NO. 766083.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 21** MINERAL DEED RECORDED MARCH 5, 1992 UNDER RECEPTION NO. 1165768.
(AFFECTS NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34)
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)

SCHEDULE B, PART II EXCEPTIONS: (ORDER NO. ABZ70656795 CONTINUED)

- 22** OIL AND GAS LEASE BETWEEN PAUL K. LASNIK, AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. 1168168, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 23** OIL AND GAS LEASE BETWEEN JOSEPH LASNIK, HEIR OF L. LASNIK, ALSO KNOWN AS LAWRENCE LASNIK AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 17, 1992 UNDER RECEPTION NO. 1168169 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 24** OIL AND GAS LEASE BETWEEN HOLEN M. MASTRIONA AND FRANK M. MASTRIONA, AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169721, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 25** OIL AND GAS LEASE BETWEEN DOROTHY J. BLACKBURN AND JOSEPH BLACKBURN AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 24, 1992 UNDER RECEPTION NO. 1169722, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 26** OIL AND GAS LEASE BETWEEN DOLORES T. FORBIS AND DERL D. FORBIS AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED MARCH 30, 1992 UNDER RECEPTION NO. 1171195 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 27** OIL AND GAS LEASE BETWEEN MARTIN EXPLORATION MANAGEMENT CORPORATION AND BASIN EXPLORATION CORPORATION, RECORDED NOVEMBER 08, 1993 UNDER RECEPTION NO. 1358710, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 28** TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF USAGE AGREEMENT RECORDED SEPTEMBER 07, 1994 UNDER RECEPTION NO. 1460715.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 29** MINERAL DEED RECORDED MARCH 20, 1995 UNDER RECEPTION NO. 1504571.
(AFFECTS NORTH 1/2 OF THE NE1/4 OF SECTION 34)
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 30** MINERAL INTERESTS AS DESCRIBED IN DEED RECORDED DECEMBER 4, 1997 UNDER RECEPTION NO. 1753084.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 31** ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 08, 2004, UNDER RECEPTION NO. 2625297.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 32** LEASE BETWEEN JAMES N. MCBRIDE, LESSOR, AND KENDRA AND KAROL HOPPER, LESSEE, AS SHOWN BY MONTH TO MONTH RESIDENTIAL RENTAL AGREEMENT RECORDED APRIL 19, 2013, UNDER RECEPTION NO. 3306909.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 33** TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR A MAJOR REPAIR TO AN ONSITE WASTEWATER SYSTEM RECORDED JUNE 30, 2014 UNDER RECEPTION NO. 3388345.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)
- 34** TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 16-2017, APPROVING NINE MILE CORNER PLANNED DEVELOPMENT REZONING, RECORDED SEPTEMBER 26, 2017 UNDER RECEPTION NO. 3616632.
(AFFECTS SUBJECT PROPERTY, CANNOT BE PLOTTED)



Know what's below. Call before you dig.

CHECKED BY: MAR
DRAWN BY: CD

ISSUE DATE: 05/15/2020

DATE REVISION COMMENTS

DRAFT



1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HansKocherSmith.com

111TH AND ARAPAHOE

COVER (2)

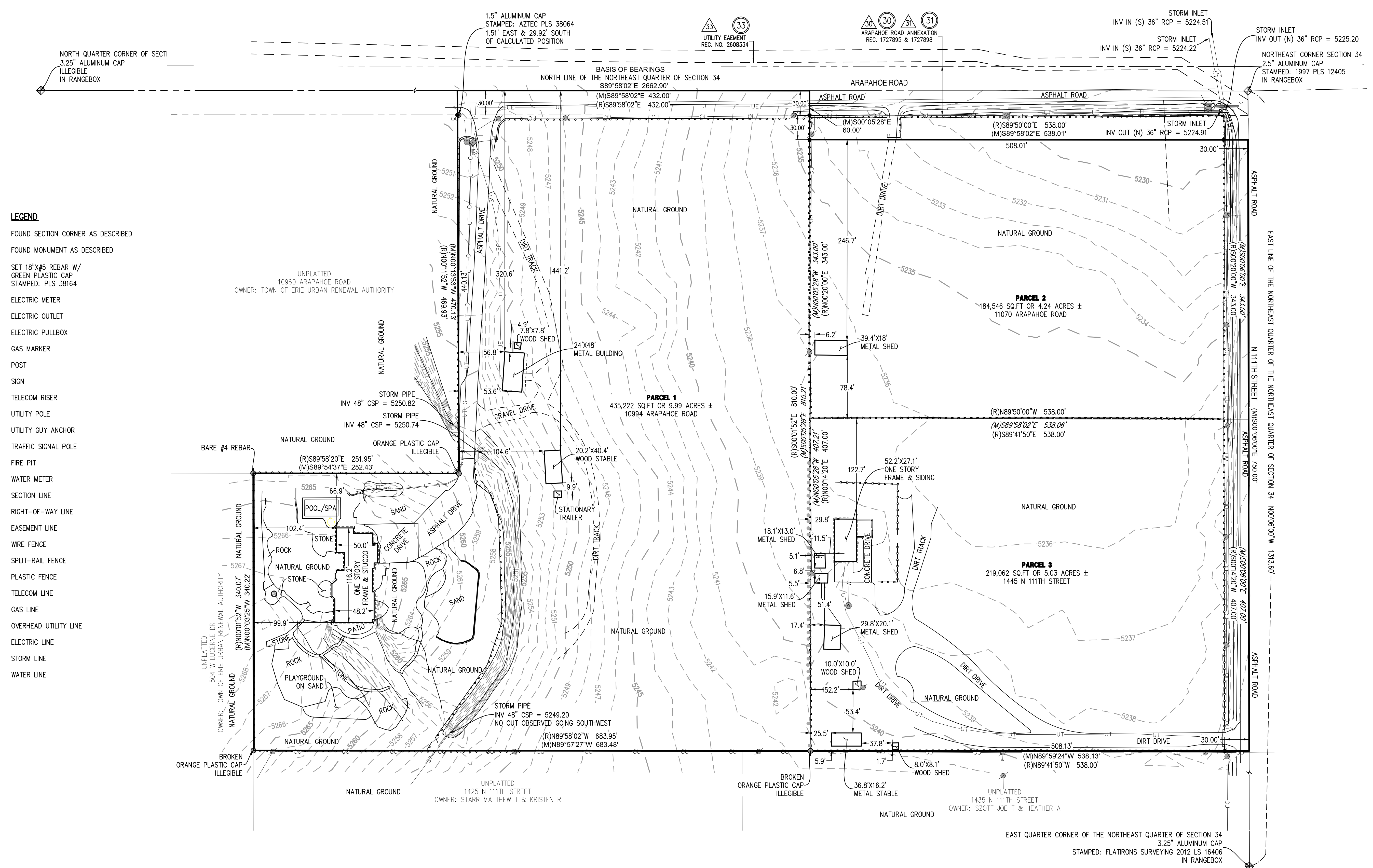
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2 OF 3

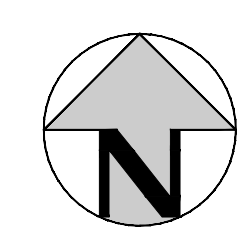
ALTA/NSPS LAND TITLE SURVEY

SITUATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO



LEGEND

- ◆ FOUND SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- ◆ SET 18"x#5 REBAR W/ GREEN PLASTIC CAP STAMPED: PLS 38164
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC OUTLET
- ⊙ ELECTRIC PULLBOX
- ⊙ GAS MARKER
- POST
- ⊙ SIGN
- ⊙ TELECOM RISER
- ⊙ UTILITY POLE
- ⊙ UTILITY GUY ANCHOR
- ⊙ TRAFFIC SIGNAL POLE
- ⊙ FIRE PIT
- ⊙ WATER METER
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- WIRE FENCE
- SPLIT-RAIL FENCE
- PLASTIC FENCE
- TELECOM LINE
- GAS LINE
- OVERHEAD UTILITY LINE
- ELECTRIC LINE
- STORM LINE
- WATER LINE



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

FILEPATH: K:\200231SURVEYBASE\DWG_LAYOUT_EXHIBIT_PLOTTER_PDF\1500_12-2-20.PLOTTER_PDF\1500_12-2-20.PLOTTER_PDF

<p>Know what's below. Call before you dig.</p>	<p>SCALE: 1" = 60'</p>	<p>ISSUE DATE: 05/15/2020</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISION COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	REVISION COMMENTS			<p>1120 Lincoln Street, Suite 1000 Denver, Colorado 80203 P: 303.623.6300 F: 303.623.6311 HarrisKocherSmith.com</p>	<p>111TH AND ARAPAHOE</p>	<p>EXHIBIT</p>	<p>PROJECT #: 200231 SHEET NUMBER 3 3 OF 3</p>
DATE	REVISION COMMENTS									