



Customer Distribution

**Our Order Number:** K70535207

**Date:** 04-06-2017

**Property Address:** 3900 COUNTY ROAD 174, PARKER, CO 80134

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

---

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535207

Date: 04-06-2017

Property Address: 3900 COUNTY ROAD 174, PARKER, CO 80134

Buyer/Borrower: A BUYER TO BE DETERMINED

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

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

Estimate of Title Insurance Fees	
TBD Commitment	\$383.00
Search Misc. (2 Hours @ \$125 Each)	\$250.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$633.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

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

**Order Number:** K70535207

**Customer Ref-Loan No.:**

**Property Address:**

3900 COUNTY ROAD 174, PARKER, CO 80134

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$1,300,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

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

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

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE  
64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535207

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

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

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

1. COPY OF LETTERS CERTIFIED BY A COLORADO COURT EVIDENCING THE APPOINTMENT OF A PERSONAL REPRESENTATIVE IN THE ESTATE OF RICK L. HUNT, DECEASED.
2. PARTIAL RELEASE OF DEED OF TRUST DATED AUGUST 17, 2005, FROM RICK L. HUNT TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FIRST MORTGAGE COMPANY, LLC, DBA INTERMOUNTAIN MORTGAGE COMPANY TO SECURE THE SUM OF \$1,200,000.00 RECORDED SEPTEMBER 01, 2005, IN BOOK 675 AT PAGE [731](#), UNDER RECEPTION NO. 465868.
3. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DISCLOSE ANY POSSIBLE ENROACHMENTS ONTO THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

4. PERSONAL REPRESENTATIVE'S DEED TO A BUYER TO BE DETERMINED IN THE ESTATE OF RICK L. HUNT, DECEASED.

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

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

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

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

**(Exceptions)**

Order Number: K70535207

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
  2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
  3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
  6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
  7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
  8. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
    - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
    - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
    - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED MARCH 04, 1899 IN BOOK 20 AT PAGES [501](#) AND [502](#).
- NOTE: QUIT CLAIM DEED IN CONNECTION WITH SAID DEED RECORDED APRIL 15, 1971 IN BOOK 277 AT PAGE [152](#).
- NOTE: RELINQUISHMENT AND QUITCLAIM RECORDED NOVEMBER 08, 2004 IN BOOK 665 AT PAGE [662](#).
9. THOSE RIGHTS AS DISCLOSED IN WARRANTY DEED RECORDED JANUARY 16, 2001 IN BOOK 609 AT PAGE [765](#).
  10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT (HUNT FAMILY #2) RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [846](#).
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**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** K70535207

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

12. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED RECORDED JANUARY 17, 2003 IN BOOK 639 AT PAGE [81](#).
13. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 01, 2003 IN BOOK 653 AT PAGE [500](#).
14. TERMS, CONDITIONS AND PROVISIONS OF HAY PASTURE LEASE RECORDED NOVEMBER 12, 2009 IN BOOK 715 AT PAGE [406](#).
15. THE EFFECT OF IMPROVEMENT LOCATION CERTIFICATE, RECORDED SEPTEMBER 15, 2011, IN BOOK 730 AT PAGE [348](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 20, 2012 IN BOOK 741 AT PAGE [463](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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





## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535211

**Date:** 04-06-2017

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

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**For Title Assistance**  
CUSTOMER RESPONSE  
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## Land Title Guarantee Company

Estimate of Title Fees

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

Order Number: K70535211

Customer Ref-Loan No.:

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**1. Effective Date:**

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A BUYER TO BE DETERMINED

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

THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE  
6TH PRINCIPAL MERIDIAN, EXCEPT THAT PORTION CONVEYED IN QUIT CLAIM DEED RECORDED  
OCTOBER 20, 2011 IN BOOK 731 AT PAGE [383](#), COUNTY OF ELBERT, STATE OF COLORADO.

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**ALTA COMMITMENT**  
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14. TERMS, CONDITIONS AND PROVISIONS OF HAY PASTURE LEASE RECORDED NOVEMBER 12, 2009 IN BOOK 715 AT PAGE [406](#).
15. THE EFFECT OF IMPROVEMENT LOCATION CERTIFICATE, RECORDED SEPTEMBER 15, 2011, IN BOOK 730 AT PAGE [348](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 20, 2012 IN BOOK 741 AT PAGE [463](#).



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

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

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

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

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

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

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

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

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

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





**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535212

**Date:** 04-06-2017

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

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

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535212

Date: 04-06-2017

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

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
TBD Commitment	\$383.00
Search Misc. (2 Hours @ \$125 Each)	\$250.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$633.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

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

**Order Number:** K70535212

**Customer Ref-Loan No.:**

**Property Address:**

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

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$50,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535212

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

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

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

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

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

2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT SURVEY PLAT OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DISCLOSE THE PHYSICAL ACCESS TO SUBJECT PROPERTY FROM COUNTY ROAD 174. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT SURVEY PLAT WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT SURVEY PLAT.

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

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

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

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

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

**(Exceptions)**

Order Number: K70535212

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
  - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
  - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED MARCH 04, 1899 IN BOOK 20 AT PAGES [501](#) AND [502](#).

NOTE: QUIT CLAIM DEED IN CONNECTION WITH SAID DEED RECORDED APRIL 15, 1971 IN BOOK 277 AT PAGE [152](#).

NOTE: RELINQUISHMENT AND QUITCLAIM RECORDED NOVEMBER 08, 2004 IN BOOK 665 AT PAGE [662](#).

9. THOSE EASEMENT RIGHTS AS DISCLOSED IN WARRANTY DEED RECORDED SEPTEMBER 10, 1999 IN BOOK 594 AT PAGE [614](#).
10. THOSE RIGHTS AS DISCLOSED IN WARRANTY DEED RECORDED JANUARY 16, 2001 IN BOOK 609 AT PAGE [766](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT (HUNT FAMILY #2) RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [846](#).

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

**(Exceptions)**

**Order Number:** K70535212

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

12. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE [956](#).
13. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED RECORDED JULY 05, 2002 IN BOOK 631 AT PAGE [347](#).
14. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED RECORDED JANUARY 17, 2003 IN BOOK 639 AT PAGE [81](#).
15. THOSE EASEMENT RIGHTS AS CONVEYED IN QUIT CLAIM DEED RECORDED APRIL 07, 2004 IN BOOK 657 AT PAGE [985](#).
16. TERMS, CONDITIONS AND PROVISIONS OF HAY PASTURE LEASE RECORDED NOVEMBER 12, 2009 IN BOOK 715 AT PAGE [406](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 20, 2012 IN BOOK 741 AT PAGE [463](#).
18. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.





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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535213

**Date:** 04-06-2017

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

---

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

---

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535213

Date: 04-06-2017

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

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535213

**Customer Ref-Loan No.:**

**Property Address:**

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

**1. Effective Date:**

03-16-2017 At 05:00:00

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

"TBD" Commitment \$50,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

ALL OF SECTION 17;  
THE NORTHWEST 1/4 OF SECTION 20, EXCEPT THAT PORTION CONVEYED BY INSTRUMENT  
RECORDED DECEMBER 18, 2003 IN BOOK 654 AT PAGE [270](#);  
THE SOUTHWEST 1/4 OF SECTION 20 AND  
ALL OF SECTION 29  
ALL IN TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT,  
STATE OF COLORADO

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

**(Requirements)**

**Order Number:** K70535213

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

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

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

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

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

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

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

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

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

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

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

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

**(Exceptions)**

Order Number: K70535213

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
  - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
  - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED APRIL 09, 1900, IN BOOK 33 AT PAGE [10](#).

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE [955](#)

(AFFECTS SECTION 29)

10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 17, 1903 IN BOOK 41 AT PAGE [35](#).

(AFFECTS THE SOUTHWEST 1/4 SECTION 20)



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

**(Exceptions)**

**Order Number:** K70535213

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

11. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:  
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,  
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND  
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, (4) THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, ALL AS CONTAINED IN DEED RECORDED JANUARY 21, 1907, IN BOOK 33 AT PAGE [124](#).  
  
QUIT CLAIM DEED RECORDED JULY 17, 1995 IN BOOK 522 AT PAGE [541](#) AND RECORDED NOVEMBER 20, 1998 IN BOOK 583 AT PAGE [551](#)  
  
REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE [949](#).  
  
(AFFECTS SECTION 17)
12. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 1909 IN BOOK 41 AT PAGE [383](#).  
  
(AFFECTS THE NORTHWEST 1/4 SECTION 20)
13. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JUNE 15, 1960, IN BOOK 243 AT PAGE [72](#), TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AS DESCRIBED THEREIN.
14. RESERVATION BY S. A. OLSEN AKA S. ALFRED OLSEN OF ALL MINERALS AS DESCRIBED IN DEED RECORDED MARCH 19, 1971 IN BOOK 276 AT PAGE [513](#).  
  
(AFFECTS THE SOUTHWEST 1/4 SECTION 20)
15. OIL AND GAS LEASE RECORDED MAY 21, 1976 IN BOOK 300 AT PAGE [831](#).
16. OIL AND GAS LEASE RECORDED AUGUST 01, 1977 IN BOOK 309 AT PAGE [187](#).
17. OIL AND GAS LEASE RECORDED SEPTEMBER 23, 1980 IN BOOK 334 AT PAGE [197](#).
18. RIGHT OF WAY EASEMENT AS GRANTED TO BUCKEYE NATURAL GAS COMPANY IN INSTRUMENT RECORDED OCTOBER 03, 1984, IN BOOK 373 AT PAGE [313](#).  
  
(AFFECTS THE SOUTHWEST 1/4 SECTION 20)
19. TERMS, CONDITIONS AND PROVISIONS, BURDENS AND OBLIGATIONS SPECIFIED UNDER MEMORANDUM OF AGREEMENT (HUNT FAMILY #2 WATER) BETWEEN HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY AND ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [846](#).

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

**(Exceptions)**

**Order Number:** K70535213

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

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



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535216

**Date:** 04-04-2017

**Property Address:** 43160 COUNTY ROAD 21, ELIZABETH, CO 80107

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

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535216

Date: 04-04-2017

Property Address: 43160 COUNTY ROAD 21, ELIZABETH, CO 80107

Buyer/Borrower: A BUYER TO BE DETERMINED

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

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

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

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

**Order Number:** K70535216

**Customer Ref-Loan No.:**

**Property Address:**

43160 COUNTY ROAD 21, ELIZABETH, CO 80107

**1. Effective Date:**

03-16-2017 At 05:00:00

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

"TBD" Commitment \$256,657.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

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

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

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH,  
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28 AND CONSIDERING THE SOUTH LINE  
TO BEAR NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST WITH ALL BEARINGS HEREIN  
CONTAINED RELATIVE THERETO; THENCE NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST  
ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF  
1608.05 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS WEST, A DISTANCE OF 1564.62  
FEET; THENCE NORTH 83 DEGREES 22 MINUTES 14 SECONDS WEST, A DISTANCE OF 1618.38 FEET TO  
THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES  
08 MINUTES 09 SECONDS WEST, A DISTANCE OF 1759.78 FEET TO THE POINT OF BEGINNING,

EXCEPT THE WESTERLY 30.00 FEET THEREOF FOR COUNTY ROAD,

COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535216

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

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

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

1. COPY OF LETTERS CERTIFIED BY A COLORADO COURT EVIDENCING THE APPOINTMENT OF A PERSONAL REPRESENTATIVE IN THE ESTATE OF RICK L. HUNT, DECEASED.
2. PERSONAL REPRESENTATIVE'S DEED TO A BUYER TO BE DETERMINED IN THE ESTATE OF RICK L. HUNT, DECEASED.

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

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

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

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

**(Exceptions)**

Order Number: K70535216

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#).
9. AN UNDIVIDED 1/2 NON-PARTICIPATING ROYALTY IN AND TO ALL OIL, GAS, FISSIONABLE MATERIAL AND MINERALS THAT ARE PRODUCED AND SOLD FROM THE LAND, AS RESERVED UNTO ELWOOD MILLER IN THE DEEDS RECORDED JUNE 08, 1979 IN BOOK 324 AT PAGES [729](#) AND [731](#).
10. A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT RESERVED IN DEED RECORDED FEBRUARY 18, 1983 IN BOOK 353 AT PAGE [949](#).
11. OIL AND GAS LEASE BETWEEN ROBERT D. MILLER AND BEVERLY R. MILLER AND BLACKGOLD ENERGY RESOURCES, RECORDED DECEMBER 05, 1985 IN BOOK 387 AT PAGE [485](#).
12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 26, 2001, IN BOOK 613 AT PAGE [441](#).
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE RATTLESNAKE FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 28, 2005, IN BOOK 673 AT PAGE [316](#).
14. OIL AND GAS LEASE BETWEEN RICK L. HUNT AND SAMUEL GARY, JR. & ASSOCIATES, INC.,

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

**(Exceptions)**

**Order Number:** K70535216

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

RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGES [541](#) AND [542](#).

CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGES [780](#) AND [781](#).

15. THOSE RIGHTS AND RIGHTS OF OTHERS TO COUNTY ROAD 21.



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** ABH70538983

**Date:** 05-10-2017

**Property Address:** 5390 HUNT CIR, ELIZABETH, CO 80107

---

**For Title Assistance**

SUSAN KOPPMAN  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4105 (phone)  
303-393-4842 (fax)  
skoppman@ltgc.com

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

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

AUCTION BOULEVARD  
AUCTION BOULEVARD  
AUCTION BOULEVARD  
AUCTION BOULEVARD

**Attorney for Seller**  
HOLLAND & HART LLP  
Attention: MARGOT EDWARDS  
1800 BROADWAY #300  
ONE BOULDER PLAZA  
BOULDER, CO 80302  
303-473-2700 (work)  
msedwards@hollandhart.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABH70538983

Date: 05-10-2017

Property Address: 5390 HUNT CIR, ELIZABETH, CO 80107

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
TBD Commitment	\$408.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$408.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	



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

**Order Number:** ABH70538983

**Customer Ref-Loan No.:**

**Property Address:**

5390 HUNT CIR, ELIZABETH, CO 80107

**1. Effective Date:**

04-27-2017 At 5:00 P.M.

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

"TBD" Commitment \$0.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER AND IN THE WEST HALF SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28 AND CONSIDERING THE SOUTH LINE TO BEAR NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST WITH ALL BEARINGS HEREIN CONTAINED RELATIVE THERETO; THENCE NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 3952.55 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 13 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF SOUTHEAST QUARTER FOR 1465.06 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS WEST A DISTANCE OF 1529.80 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 2428.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1759.78 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED NOVEMBER 4, 2003 IN BOOK 652 AT PAGE [579](#),

COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** ABH70538983

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

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

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

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

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

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

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

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

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

**(Exceptions)**

Order Number: ABH70538983

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#), FEBRUARY 15, 1910 IN BOOK 41 AT PAGE [399](#) AND JANUARY 25, 1917 IN BOOK 69 AT PAGE [540](#).
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENTS RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#), FEBRUARY 15, 1910 IN BOOK 41 AT PAGE [399](#) AND JANUARY 25, 1917 IN BOOK 69 AT PAGE [540](#).
11. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO MINERAL RIGHTS AS SET FORTH IN DEEDS RECORDED JUNE 8, 1979 IN BOOK 324 AT PAGE [729](#), MAY 21, 1996 IN BOOK 545 AT PAGE [58](#) AND JUNE 19, 1996 IN BOOK 547 AT PAGE [447](#).
12. OIL AND GAS LEASE BETWEEN ROBERT D. MILLER AND BEVERLY R. MILLER AND MORGAN OIL COMPANY, RECORDED OCTOBER 03, 1980 IN BOOK 334 AT PAGE [354](#) 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.

13. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS

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

**(Exceptions)**

Order Number: ABH70538983

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

AS SET FORTH IN DEEDS RECORDED FEBRUARY 18, 1983 IN BOOK 353 AT PAGE [949](#) AND NOVEMBER 13, 2000 IN BOOK 608 AT PAGES [6](#) AND [7](#).

14. OIL AND GAS LEASE BETWEEN ROBERT D. MILLER AND BEVERLY R. MILLER AND BLACKGOLD ENERGY RESOURCES, INC., RECORDED DECEMBER 05, 1985 IN BOOK 387 AT PAGE [485](#) 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.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED AUGUST 09, 1989 IN BOOK 428 AT PAGE [685](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENY DRAFT RESOLUTION 00-82 RECORDED JULY 12, 2000 IN BOOK 604 AT PAGE [181](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO WATER RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JANUARY 11, 2001 IN BOOK 609 AT PAGE [699](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [845](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 02, 2001 IN BOOK 612 AT PAGE [469](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT NOTICE RECORDED JUNE 19, 2007 IN BOOK 695 AT PAGE [912](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION 08-45 RECORDED JULY 23, 2008 IN BOOK 705 AT PAGE [565](#) AND INSTRUMENT RECORDED JULY 23, 2008 IN BOOK 705 AT PAGE [566](#).
23. LEASE BETWEEN HUNT FAMILY, LLC, LESSOR, AND BIG R CONSTRUCTION COMPANY, INC., LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED JULY 25, 2008, IN BOOK 705 AT PAGE [619](#).

NOTE: LEASEHOLD DEED OF TRUST RECORDED APRIL 30, 2012 IN BOOK 735 AT PAGE [825](#).

ASSIGNMENT OF LEASE RECORDED SEPTEMBER 24, 2007 IN BOOK 698 AT PAGE [565](#).

ASSIGNMENT OF LEASE RECORDED OCTOBER 13, 2010 IN BOOK 722 AT PAGE [269](#).

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

24. OIL AND GAS LEASE BETWEEN THE HUNT FAMILY, LLC, LESSOR, AND SAMUEL GARY, JR., &

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

**(Exceptions)**

**Order Number:** ABH70538983

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

ASSOCIATES, LESSEE, RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 88-88 REGARDING THE SPECIAL USE REVIEW APPLICATION OF BIG R GRAVEL PIT RECORDED SEPTEMBER 22, 2016 IN BOOK 771 AT PAGE [165](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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


#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary





Customer Distribution

**Our Order Number:** K70535219

**Date:** 04-04-2017

**Property Address:** 43625 COUNTY ROAD 29, ELIZABETH, CO 80134

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

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535219

Date: 04-04-2017

Property Address: 43625 COUNTY ROAD 29, ELIZABETH, CO 80134

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535219

**Customer Ref-Loan No.:**

**Property Address:**

43625 COUNTY ROAD 29, ELIZABETH, CO 80134

**1. Effective Date:**

03-22-2017 At 05:00:00

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

"TBD" Commitment \$3,000.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE AS TO TRACTS 1A AND 2A  
AN EASEMENT INTEREST AS TO TRACTS 1B AND 2B

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

TRACT 1A:

PARCEL C1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28;  
THENCE NORTH 00 DEGREES 12 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1760.05 FEET;  
THENCE SOUTH 83 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1208.50 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 582.77 FEET;  
THENCE SOUTH 82 DEGREES 05 MINUTES 33 SECONDS EAST, A DISTANCE OF 705.79 FEET;  
THENCE NORTH 12 DEGREES 49 MINUTES 05 SECONDS EAST, A DISTANCE OF 1336.04 FEET;  
THENCE SOUTH 88 DEGREES 07 MINUTES 06 SECONDS EAST, A DISTANCE OF 577.21 FEET;  
THENCE SOUTH 10 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 1946.12 FEET;  
THENCE NORTH 83 DEGREES 17 MINUTES 26 SECONDS WEST, A DISTANCE OF 1220.41 FEET TO THE POINT OF BEGINNING,  
COUNTY OF ELBERT, STATE OF COLORADO.

TRACT 1B:

A 60.00 FOOT WIDE NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, SAID EASEMENT BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEGINNING AT THE NORTHEAST CORNER OF PARCEL "A" DESCRIBED IN DEED RECORDED JUNE 22, 1999 IN BOOK 566 AT PAGE [524](#) OF THE RECORDS OF ELBERT COUNTY, COLORADO, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO;

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

**Order Number:** K70535219

**Customer Ref-Loan No.:**

THENCE NORTH 88 DEGREES 11 MINUTES 54 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 623.56 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE, A DISTANCE OF 211.28 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 6 DEGREES 03 MINUTES 10 SECONDS;  
THENCE SOUTH 85 DEGREES 44 MINUTES 56 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 576.94 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE, A DISTANCE OF 393.29 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES 02 MINUTES 15 SECONDS;  
THENCE NORTH 69 DEGREES 12 MINUTES 49 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 244.14 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE, A DISTANCE OF 322.26 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 34 SECONDS;  
THENCE NORTH 56 DEGREES 54 MINUTES 15 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 383.10 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE, A DISTANCE OF 111.77 FEET, SAID CURVE HAS A RADIUS OF 192. 00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 21 MINUTES 13 SECONDS TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD AND TO THE POINT OF TERMINUS.

**TRACT 2A:**

A TRACT OF LAND IN THE WEST 1/2, EAST 1/2, NORTHEAST 1/4, SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND CONSIDERING THE EAST LINE OF THE WEST 1/2, EAST 1/2 OF SAID SECTION 28 TO BEAR SOUTH 00 DEGREES 13 MINUTES 46 SECONDS EAST WITH ALL BEARINGS HEREIN CONTAINED RELATIVE THERETO;  
THENCE SOUTH 00 DEGREES 13 MINUTES 46 SECONDS EAST ALONG THE EAST LINE, A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS WEST, 1000.00 FEET;  
THENCE SOUTH 10 DEGREES 39 MINUTES 22 SECONDS WEST, 2805.47 FEET;  
THENCE NORTH 89 DEGREES 46 MINUTES 14 SECONDS EAST, 1529.80 FEET TO THE EAST LINE OF THE WEST 1/2, EAST 1/2 OF SECTION 28;  
THENCE NORTH 00 DEGREES 13 MINUTES 46 SECONDS WEST, 2754.99 FEET TO THE POINT OF BEGINNING,  
COUNTY OF JEFFERSON, STATE OF COLORADO.

**TRACT 2B:**

A 60.00 FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND CONSIDERING THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 28 TO BEAR SOUTH 00 DEGREES 13 MINUTES 46 SECONDS EAST WITH ALL BEARINGS HEREIN CONTAINED RELATIVE THERETO;  
THENCE SOUTH 00 DEGREES 13 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2, 1000.00 FEET;  
THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS WEST, 1000.00 FEET;

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

**Order Number:** K70535219

**Customer Ref-Loan No.:**

THENCE SOUTH 10 DEGREES 39 MINUTES 22 SECONDS WEST, 859.35 FEET TO A POINT ON THE CENTERLINE OF THE AFORESAID EASEMENT AND THE POINT OF BEGINNING;  
THENCE NORTH 88 DEGREES 11 MINUTES 54 SECONDS WEST, ALONG SAID CENTERLINE 729.30 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE 211.28 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 03 MINUTES 10 SECONDS;  
THENCE SOUTH 85 DEGREES 44 MINUTES 56 SECONDS WEST ALONG SAID CENTERLINE 576.94 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE 393.29 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES 02 MINUTES 15 SECONDS;  
THENCE NORTH 69 DEGREES 12 MINUTES 49 SECONDS WEST ALONG SAID CENTERLINE, 244.14 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE, 322.26 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 34 SECONDS;  
THENCE NORTH 56 DEGREES 54 MINUTES 15 SECONDS WEST ALONG SAID CENTERLINE 383.10 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE, 111.77 FEET, SAID CURVE HAS A RADIUS OF 192.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 21 MINUTES 13 SECONDS TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD, AND TO THE POINT OF TERMINUS,  
COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535219

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

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

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

1. PARTIAL RELEASE OF DEED OF TRUST DATED JUNE 15, 2007, FROM HUNT FAMILY, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: RICK L. HUNT, MANAGER/INDIVIDUAL TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF FARM CREDIT OF SOUTHERN COLORADO, FLCA, A WHOLLY OWNED SUBSIDIARY OF FARM CREDIT OF SOUTHERN COLORADO, ACA TO SECURE THE SUM OF \$285,000.00 RECORDED SEPTEMBER 20, 2007, IN BOOK 698 AT PAGE [487](#), UNDER RECEPTION NO. 488876.
2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

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

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

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

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

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

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

**(Exceptions)**

Order Number: K70535219

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#).  
  
(AFFECTS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28)
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 25, 1917, IN BOOK 69 AT PAGE [540](#).  
  
(AFFECTS THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28)
11. AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED BY DEED RECORDED JUNE 08, 1979 IN BOOK 324 AT PAGES [729](#) AND [731](#).
12. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS OWNED BY GRANTOR AS EVIDENCED IN DEED RECORDED FEBRUARY 07, 1983 IN BOOK 353 AT PAGE [637](#).
13. AN UNDIVIDED 100% INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED BY DEEDS RECORDED MARCH 09, 1983 IN BOOK 354 AT PAGES [913](#) AND [915](#).
14. THOSE RIGHTS AS DISCLOSED IN QUIT CLAIM DEED RECORDED MARCH 29, 1996 IN BOOK 540 AT

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

**(Exceptions)**

**Order Number:** K70535219

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

PAGE [786](#).

15. RIGHTS OF WAY FOR AND RIGHTS OF OTHERS TO EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN INSTRUMENT RECORDED JUNE 26, 1997 IN BOOK 566 AT PAGE [524](#).
16. CONVEYANCE OF WATER AS DESCRIBED IN INSTRUMENT RECORDED JANUARY 11, 2001 IN BOOK 609 AT PAGE [699](#).
17. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE BETWEEN HUNT FAMILY LLC AND THE ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).

NOTE: LAND TITLE GUARANTEE COMPANY DOES NOT INSURE NOR DO THEY MAKE ANY REPRESENTATION AS TO LAND USE REGULATIONS OR ZONING EMBRACED BY ELBERT COUNTY GOVERNMENT OR THE STATE OF COLORADO.

18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 27, 2006, IN BOOK 683 AT PAGE [377](#).
19. THE EFFECT OF ADMINISTRATIVE LOT LINE ADJUSTMENT EXHIBIT, RECORDED SEPTEMBER 20, 2007, UNDER RECEPTION NO. [488871](#).
20. OIL AND GAS LEASE BETWEEN THE HUNT FAMILY, LLC, REPRESENTED BY RICK L. HUNT ITS MANAGER AND SAMUEL GRAY, JR. & ASSOCIATES, INC., RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGES [541](#) AND [542](#).

CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [780](#) AND [781](#).





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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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


#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535221

**Date:** 04-05-2017

**Property Address:** 5381 HUNT CIRCLE, ELIZABETH, CO 80107

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

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535221

Date: 04-05-2017

Property Address: 5381 HUNT CIRCLE, ELIZABETH, CO 80107

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535221

**Customer Ref-Loan No.:**

**Property Address:**

5381 HUNT CIRCLE, ELIZABETH, CO 80107

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$75,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE, AS TO PARCEL 1  
AN EASEMENT INTEREST, AS TO PARCEL 2

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL 1:

A TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 28;  
THENCE SOUTH 89 DEGREES 21 MINUTES 06 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 1306.58 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28;  
THENCE SOUTH 00 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1000 FEET;  
THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS WEST, A DISTANCE OF 1000 FEET;  
THENCE SOUTH 10 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 859.35 FEET TO THE CENTERLINE OF A 60 FOOT WIDE INGRESS AND EGRESS EASEMENT;  
THENCE NORTH 88 DEGREES 11 MINUTES 54 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 623.56 FEET;  
THENCE NORTH 00 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 1848.96 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4;  
THENCE SOUTH 89 DEGREES 21 MINUTES 06 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 450.90 FEET TO THE POINT OF BEGINNING, COUNTY OF ELBERT, STATE OF COLORADO.

PARCEL 2:

A 60.00 FOOT WIDE NON-EXCLUSIVE INGRESS-EGRESS EASEMENT, SAID EASEMENT BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEGINNING AT THE NORTHEAST

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

**Order Number:** K70535221

**Customer Ref-Loan No.:**

CORNER OF PARCEL A DESCRIBED IN DEED RECORDED JUNE 22, 1999 IN BOOK 566 AT PAGE [524](#) OF THE RECORDS OF ELBERT COUNTY, COLORADO, IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO;  
THENCE NORTH 88 DEGREES 11 MINUTES 54 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 623.56 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE A DISTANCE OF 211.28 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 6 DEGREES 03 MINUTES 10 SECONDS;  
THENCE SOUTH 85 DEGREES 44 MINUTES 56 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 576.94 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE A DISTANCE OF 393.29 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES 02 MINUTES 15 SECONDS;  
THENCE NORTH 69 DEGREES 12 MINUTES 49 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 244.14 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID CENTERLINE A DISTANCE OF 322.26 FEET TO A POINT OF TANGENT, SAID CURVE HAS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 34 SECONDS;  
THENCE NORTH 56 DEGREES 54 MINUTES 15 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 383.10 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID CENTERLINE A DISTANCE OF 111.77 FEET, SAID CURVE HAS A RADIUS OF 192. 00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 21 MINUTES 13 SECONDS TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD AND TO THE POINT OF TERMINUS, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535221

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

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

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

1. PARTIAL RELEASE OF DEED OF TRUST DATED JUNE 15, 2007, FROM HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF FARM CREDIT OF SOUTHERN COLORADO, FLCA, A WHOLLY OWNED SUBSIDIARY OF FARM CREDIT OF SOUTHERN COLORADO, ACA TO SECURE THE SUM OF \$285,000.00 RECORDED SEPTEMBER 20, 2007, IN BOOK 698 AT PAGE [487](#).
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 20, 2009 AT RECEPTION NO. [501291](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RICK L. HUNT AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

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

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

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

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



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

**(Exceptions)**

Order Number: K70535221

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#).  
  
(AFFECTS THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28)
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10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 02, 1917, IN BOOK 69 AT PAGE [547](#).  
  
(AFFECTS (AFFECTS THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28))
11. AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED BY DEED RECORDED JUNE 08, 1979 IN BOOK 324 AT PAGES [729](#) AND [731](#).
12. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS OWNED BY GRANTOR AS EVIDENCED IN DEED RECORDED FEBRUARY 07, 1983 IN BOOK 353 AT PAGE [637](#).

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

**(Exceptions)**

**Order Number:** K70535221

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

13. AN UNDIVIDED 100% INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED BY DEEDS RECORDED MARCH 09, 1983 IN BOOK 354 AT PAGES [913](#) AND [915](#).
14. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR RIGHT OF WAY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 26, 1989, IN BOOK 428 AT PAGE [409](#).
15. THOSE RIGHTS AS DISCLOSED IN QUIT CLAIM DEED RECORDED MARCH 29, 1996 IN BOOK 540 AT PAGE [786](#).
16. RIGHTS OF WAY FOR AND RIGHTS OF OTHERS TO EASEMENT FOR INGRESS AND EGRESS DESCRIBED IN INSTRUMENT RECORDED JUNE 26, 1997 IN BOOK 566 AT PAGE [524](#).  
  
CONVEYANCE OF WATER AS DESCRIBED IN INSTRUMENT RECORDED JANUARY 11, 2001 IN BOOK 609 AT PAGE [699](#).
17. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [845](#).
18. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE BETWEEN HUNT FAMILY LLC AND THE ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).

NOTE: LAND TITLE GUARANTEE COMPANY DOES NOT INSURE NOR DO THEY MAKE ANY REPRESENTATION AS TO LAND USE REGULATIONS OR ZONING EMBRACED BY ELBERT COUNTY GOVERNMENT OR THE STATE OF COLORADO.

19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 27, 2006, IN BOOK 683 AT PAGE [377](#).
20. OIL AND GAS LEASE BETWEEN THE HUNT FAMILY, LLC, REPRESENTED BY RICK L. HUNT ITS MANAGER AND SAMUEL GRAY, JR. & ASSOCIATES, INC., RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGES [541](#) AND [542](#).

CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [780](#) AND [781](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535226

**Date:** 04-04-2017

**Property Address:** 43585 COUNTY ROAD 17-21, ELIZABETH, CO 80107

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

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535226

Date: 04-04-2017

Property Address: 43585 COUNTY ROAD 17-21, ELIZABETH, CO 80107

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535226

**Customer Ref-Loan No.:**

**Property Address:**

43585 COUNTY ROAD 17-21, ELIZABETH, CO 80107

**1. Effective Date:**

03-16-2017 At 05:00:00

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

"TBD" Commitment \$94,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

E1/2 E1/2 OF SECTION 28 AND ALL OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535226

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

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

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

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 20, 2009 AT RECEPTION NO. [501291](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RICK L. HUNT AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

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

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

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

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

**(Exceptions)**

Order Number: K70535226

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 23, 1899, IN BOOK 23 AT PAGE [193](#).

(AFFECTS E1/2 E1/2 OF SECTION 28)

9. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
  - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
  - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED APRIL 9, 1900 IN BOOK 33 AT PAGE [10](#).
10. RESERVATION BY THE UNION PACIFIC LAND COMPANY OF (1) ALL COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE COAL, AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED APRIL 09, 1900 IN BOOK 33 AT PAGE [10](#).

(AFFECTS S1/2 OF SECTION 27)

11. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:
  - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,

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

**(Exceptions)**

**Order Number:** K70535226

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

(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND

(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED SEPTEMBER 14, 1907 IN BOOK 33 AT PAGE [192](#).

12. RESERVATION BY THE UNION PACIFIC LAND COMPANY OF (1) ALL COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE COAL, AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED SEPTEMBER 14, 1907 IN BOOK 33 AT PAGE [192](#).

(AFFECTS N1/2 OF SECTION 27)

13. NOTICE OF MINING LEASE OPTIONS RECORDED BY TRANSCONTINENTAL OIL COMPANY RECORDED JUNE 24, 1977 IN BOOK 307 AT PAGE [490](#).
14. OIL AND GAS LEASE GRANTED TO MORGAN OIL COMPANY RECORDED SEPTEMBER 23, 1980 IN BOOK 334 AT PAGE [197](#). ASSIGNMENTS OF OVERRIDING ROYALTY INTEREST RECORDED DECEMBER 23, 1983 IN BOOK 363 AT PAGE [280](#), RE-RECORDED JULY 10, 1984 IN BOOK 369 AT PAGE [913](#) AND ALL FUTURE ASSIGNMENTS AND/OR EXTENSIONS THEREOF.
15. SURFACE OWNER'S AGREEMENT BY CHAMPLIN PETROLEUM COMPANY RECORDED APRIL 26, 1984 IN BOOK 367 AT PAGE [291](#).
16. RESERVATIONS AS CONTAINED IN WARRANTY DEED RECORDED NOVEMBER 10, 1994 IN BOOK 506 AT PAGE [635](#).
17. ALL RIGHT, TITLE, AND INTEREST IN AND TO ANY AND ALL NON-TRIBUTARY WATER RIGHTS UNDERLYING, APPURTENANT TO, OR ASSOCIATED WITH SUBJECT PROPERTY AS RESERVED IN DEED RECORDED JANUARY 11, 2001, IN BOOK 609 AT PAGE [699](#).
18. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [845](#).
19. EASEMENT GRANTED TO QWEST CORPORATION, A DELAWARE CORPORATION, FOR TELECOMMUNICATIONS FACILITIES, ELECTRICAL FACILITIES AND GAS FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 02, 2001, IN BOOK 612 AT PAGE [469](#).
20. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
21. TERMS, CONDITIONS AND PROVISIONS OF 60 FOOT NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT RECORDED JUNE 19, 2007 IN BOOK 695 AT PAGE [912](#).
22. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND CORRECTION, AMENDMENT AND RATIFICATION OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#), AND ANY OR ALL ASSIGNMENTS THEREOF.

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

**(Exceptions)**

**Order Number:** K70535226

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

23. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 28, 2010 IN BOOK 720 AT PAGE [362](#).
24. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 28, 2010 IN BOOK 720 AT PAGE [363](#).
25. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 28, 2010 IN BOOK 720 AT PAGE [364](#).
26. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 28, 2010 IN BOOK 720 AT PAGE [365](#).
27. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF DEVELOPMENT AGREEMENT RECORDED MARCH 08, 2011 IN BOOK 726 AT PAGE [285](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 10, 2012 IN BOOK 738 AT PAGE [957](#).
29. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF JOINT OPERATING AGREEMENT RECORDED MAY 02, 2016 IN BOOK 767 AT PAGE [615](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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


#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535229

**Date:** 04-05-2017

**Property Address:** 43993 COUNTY ROAD 29, ELIZABETH, CO 80107

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

---

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

**Buyer/Borrower**  
A BUYER TO BE DETERMINED  
Delivered via: Electronic Mail

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





## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535229

Date: 04-05-2017

Property Address: 43993 COUNTY ROAD 29, ELIZABETH, CO 80107

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70535229

**Customer Ref-Loan No.:**

**Property Address:**

43993 COUNTY ROAD 29, ELIZABETH, CO 80107

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$500.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

ALL OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF ELBERT, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B-1**

**(Requirements)**

**Order Number:** K70535229

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

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

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

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

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

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

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

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

**Land Title Insurance Corporation  
Schedule B-2**

**(Exceptions)**

Order Number: K70535229

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:  
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,  
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND  
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED APRIL 9, 1900 IN BOOK 33 AT PAGE [10](#).
9. RESERVATION BY THE UNION PACIFIC LAND COMPANY OF (1) ALL COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY, (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE COAL, AND OTHER MINERALS, AND (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED SEPTEMBER 14, 1907 IN BOOK 33 AT PAGE [192](#) AND ANY AND ALL ASSIGNMENTS THEREOF AND INTERESTS THEREIN.
10. THE EFFECT OF OIL AND GAS LEASE, RECORDED MAY 21, 1976, UNDER RECEPTION NO. [210170](#).
11. SURFACE OWNER'S AGREEMENT BY CHAMPLIN PETROLEUM COMPANY RECORDED APRIL 26, 1984 IN BOOK 367 AT PAGE [291](#) TOGETHER WITH ANY AND ALL SUBSEQUENT ASSIGNMENTS THERETO.
12. TERMS, CONDITIONS AND PROVISIONS OF DEFERRED PAYMENT RIGHT OF WAY AGREEMENT RECORDED FEBRUARY 09, 1996 AT RECEPTION NO. [339164](#).

**Land Title Insurance Corporation**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** K70535229

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

13. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED APRIL 02, 2001 AT RECEPTION NO. [401956](#).
14. THE EFFECT OF AGREEMENT FOR WATER SERVICE, RECORDED APRIL 29, 2002, UNDER RECEPTION NO. [417787](#).
15. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [418608](#).
16. THE EFFECT OF NOTICE, RECORDED JANUARY 08, 2007, UNDER RECEPTION NO. [481102](#).
17. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED JUNE 19, 2007 AT RECEPTION NO. [486257](#).
18. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 10, 2012 AT RECEPTION NO. [529751](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



# Commitment to Insure

## ALTA Commitment - 2006 Rev.

LAND TITLE INSURANCE CORPORATION

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

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

### CONDITIONS AND STIPULATIONS

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

### STANDARD EXCEPTIONS

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

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

IN WITNESS WHEREOF, 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

Land Title Insurance Corporation  
P.O. Box 5645  
Denver, Colorado 80217  
(303) 331-6296

John E. Freyer, Jr.  
President



John E. Freyer, Jr.  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Authorized Officer or Agent

Tina L. Rutherford  
Secretary





Customer Distribution

**Our Order Number:** K70535230

**Date:** 04-07-2017

**Property Address:** NO KNOWN ADDRESS, BENNETT, CO 80102

---

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

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535230

Date: 04-07-2017

Property Address: NO KNOWN ADDRESS, BENNETT, CO 80102

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535230

**Customer Ref-Loan No.:**

**Property Address:**

NO KNOWN ADDRESS, BENNETT, CO 80102

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$1,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE EAST 1/2 OF THE EAST 1/2 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 63 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535230

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

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

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

1. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

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

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

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

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

**(Exceptions)**

Order Number: K70535230

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY GRANTED TO BOARD OF COUNTY COMMISSIONERS AS EVIDENCED IN INSTRUMENT RECORDED FEBRUARY 5, 1951 IN BOOK 205 AT PAGE [544](#).
9. TERMS, CONDITIONS AND PROVISIONS OF MINERAL RESERVATIONS CONTAINED IN WARRANTY DEED RECORDED MAY 03, 1993 IN BOOK 470 AT PAGE [305](#).
10. OIL AND GAS LEASE BETWEEN HUNT INVESTMENTS AND HS RESOURCES, INC. RECORDED APRIL 11, 1995 IN BOOK 516 AT PAGE [92](#).
11. EASEMENT, RIGHT OF WAY AND SURFACE USE AGREEMENT RECORDED MAY 4, 1995 IN BOOK 517 AT PAGE [571](#).
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
13. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#) AND ASSIGNMENT OF OIL AND GAS LEASES RECORDED DECEMBER 27, 2011 IN BOOK 732 AT PAGE [836](#)., AND ANY OR ALL ASSIGNMENTS THEREOF.



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary





Customer Distribution

**Our Order Number:** K70535233

**Date:** 04-10-2017

**Property Address:** 12001 COUNTY ROAD 178, BENNETT, CO 80102

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

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535233

Date: 04-10-2017

Property Address: 12001 COUNTY ROAD 178, BENNETT, CO 80102

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535233

**Customer Ref-Loan No.:**

**Property Address:**

12001 COUNTY ROAD 178, BENNETT, CO 80102

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$29,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF SECTION 21, LESS AND EXCEPT THAT PORTION CONVEYED IN WARRANTY DEED RECORDED AUGUST 23, 1996 IN BOOK 553 AT PAGE [199](#) AND THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF SECTION 22, ALL IN TOWNSHIP 6 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535233

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

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

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

1. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

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

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

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

**(Exceptions)**

Order Number: K70535233

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATION BY THE UNITED STATES OF ALL MINERAL LANDS NOT CONSTRUED TO INCLUDE COAL AND IRON LAND IN PATENT RECORDED JUNE 17, 1902 IN BOOK 38 AT PAGE [51](#).  
  
(AFFECTS (NORTH 1/2 AND SOUTHWEST 1/4 SECTION 21))
9. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY COMPANY OF:  
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,  
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND  
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 01, 1902, IN BOOK 33 AT PAGE [36](#).  
  
(AFFECTS (NORTH 1/2 AND SOUTHWEST 1/4 SECTION 21))
10. RIGHT OF WAY GRANTED TO BOARD OF COUNTY COMMISSIONERS AS EVIDENCED IN INSTRUMENT RECORDED FEBRUARY 5, 1951 IN BOOK 205 AT PAGE [544](#).
11. QUIT-CLAIM DEED CONVEYING MINERAL INTEREST TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED APRIL 15, 1971 IN BOOK 277 AT PAGE [152](#) AND JANUARY 10, 1992 IN BOOK 451 AT PAGE [962](#).  
  
(AFFECTS (WEST 1/2, SOUTHWEST 1/4 NORTHEAST 1/4 SECTION 21))

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

**(Exceptions)**

**Order Number:** K70535233

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

12. TERMS, CONDITIONS AND PROVISIONS OF MINERAL RESERVATIONS CONTAINED IN WARRANTY DEED RECORDED MAY 03, 1993 IN BOOK 470 AT PAGE [305](#).
13. OIL AND GAS LEASE BETWEEN HUNT INVESTMENTS AND HS RESOURCES, INC. RECORDED APRIL 11, 1995 IN BOOK 516 AT PAGE [92](#).
14. EASEMENT, RIGHT OF WAY AND SURFACE USE AGREEMENT RECORDED MAY 4, 1995 IN BOOK 517 AT PAGE [571](#).
15. RIGHTS OF WAY FOR AND RIGHTS OF OTHERS TO ACCESS EASEMENTS DESCRIBED IN DEED RECORDED AUGUST 23, 1996 IN BOOK 553 AT PAGE [199](#).
16. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION AND CROSS CONVEYANCE OF INTERESTS RECORDED NOVEMBER 18, 1996 IN BOOK 559 AT PAGE [814](#).
17. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
18. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 IN BOOK 628 AT PAGE [934](#).
19. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#) AND ASSIGNMENT OF OIL AND GAS LEASES RECORDED DECEMBER 27, 2011 IN BOOK 732 AT PAGE [836](#), AND ANY OR ALL ASSIGNMENTS THEREOF.
20. TERMS, CONDITIONS AND PROVISIONS OF KIOWA FIRE PROTECTION DISTRICT RECORDED MAY 17, 2012 IN BOOK 736 AT PAGE [328](#).
21. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 31, 2015 UNDER RECEPTION NO. [D5098566](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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





## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535240

**Date:** 04-07-2017

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

---

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

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

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

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



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535240

Date: 04-07-2017

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

Buyer/Borrower: A BUYER TO BE DETERMINED

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

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

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

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

**Order Number:** K70535240

**Customer Ref-Loan No.:**

**Property Address:**

11995 KIOWA-BENNETT ROAD, KIOWA, CO 80117

**1. Effective Date:**

03-30-2017 At 05:00:00

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

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

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

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

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

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

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

PARCEL A:

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

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

PARCEL B:

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

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

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

**Order Number:** K70535240

**Customer Ref-Loan No.:**

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

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

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

**(Requirements)**

**Order Number:** K70535240

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

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

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

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

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

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

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

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

**(Exceptions)**

Order Number: K70535240

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

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

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

**(Exceptions)**

**Order Number:** K70535240

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

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

(AFFECTS THE SOUTHEAST 1/4 OF SECTION 21)

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535241

**Date:** 04-07-2017

**Property Address:** 11997 KIOWA-BENNETT ROAD, BENNETT, CO 80102

---

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

---

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUN FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535241

Date: 04-07-2017

Property Address: 11997 KIOWA-BENNETT ROAD, BENNETT, CO 80102

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70535241

**Customer Ref-Loan No.:**

**Property Address:**

11997 KIOWA-BENNETT ROAD, BENNETT, CO 80102

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$1,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT STATE OF COLORADO.

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**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B-1**

**(Requirements)**

**Order Number:** K70535241

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

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

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

1. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

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

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

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

**Land Title Insurance Corporation  
Schedule B-2**

**(Exceptions)**

Order Number: K70535241

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 22, 1903, IN BOOK 41 AT PAGE [82](#).  
  
(AFFECTS THE SOUTHEAST 1/4 OF SECTION 21)
9. RIGHT OF WAY GRANTED TO BOARD OF COUNTY COMMISSIONERS AS EVIDENCE3D IN INSTRUMENT RECORDED FEBRUARY 5, 1951 IN BOOK 205 AT PAGE [544](#).
10. QUIT-CLAIM DEED CONVEYING MINERAL INTEREST TO UNION PACIFIC LAND RESOURCES CORPORATION RECORDED APRIL 15, 1971 IN BOOK 277 AT PAGE [152](#) AND JANUARY 10, 1992 IN BOOK 451 AT PAGE [962](#).
11. OIL AND GAS LEASE WITH WEBB RESOURCES INC. RECORDED OCTOBER 16, 1978 IN BOOK 318 AT PAGE [463](#) AND IN BOOK 317 AT PAGE 818.  
  
(AFFECTS SOUTHWEST 1/4 OF SECTION 22 AND SOUTHEAST 1/4 OF SECTION 21)
12. RESERVING TO THE GRANTOR HEREIN, HER HEIRS AND ASSIGNS AN UNDIVIDED 1/4TH NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS OWNED BY GRANTOR, THAT ARE PRODUCED AND MARKETED, FOR A PERIOD OF 10 YEARS FROM DATE OF THIS DEED. IF PRODUCTION OCCURS DURING THE 10 YEAR PERIOD, THE RESERVATION IS TO CONTINUE AS LONG THEREAFTER ANY OF THE MINERALS ARE PRODUCED AND MARKETED.



**Land Title Insurance Corporation**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** K70535241

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

UPON TERMINATION OF THE RESERVATION PERIOD, THIS RESERVED ROYALTY INTEREST AUTOMATICALLY REVERTS TO THE THEN SURFACE OWNER OR OWNERS AS EVIDENCED IN DEEDS RECORDED MAY 3, 1993 IN BOOK 470 AT PAGES [300](#) AND [305](#) AND RECORDED MAY 14, 1993 IN BOOK 471 AT PAGE [58](#).

13. OIL AND GAS LEASE BETWEEN HUNT INVESTMENTS AND HS RESOURCES, INC. RECORDED APRIL 11, 1995 IN BOOK 516 AT PAGE [92](#).
14. EASEMENT, RIGHT OF WAY AND SURFACE USE AGREEMENT RECORDED MAY 4, 1995 IN BOOK 517 AT PAGE [571](#).
15. RIGHTS OF WAY FOR AND RIGHTS OF OTHER TO ACCESS EASEMENTS DESCRIBED IN DEED RECORDED AUGUST 23, 1996 IN BOOK 553 AT PAGE [199](#).
16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
17. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED AUGUST 23, 2010 IN BOOK 721 AT PAGE [782](#) AND ASSIGNMENT OF LEASES RECORDED DECEMBER 27, 2011 IN BOOK 732 AT PAGE [836](#), AND ANY OR ALL ASSIGNMENTS THEREOF.
18. TERMS, CONDITIONS AND PROVISIONS OF KIOWA FIRE PROTECTION DISTRICT RECORDED MAY 17, 2012 IN BOOK 736 AT PAGE [328](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



# Commitment to Insure

## ALTA Commitment - 2006 Rev.

LAND TITLE INSURANCE CORPORATION

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

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

### CONDITIONS AND STIPULATIONS

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

### STANDARD EXCEPTIONS

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

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

IN WITNESS WHEREOF, 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

Land Title Insurance Corporation  
P.O. Box 5645  
Denver, Colorado 80217  
(303) 331-6296

John E. Freyer, Jr.  
President



John E. Freyer, Jr.  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Authorized Officer or Agent

Tina L. Rutherford  
Secretary



Customer Distribution

**Our Order Number:** K70535243

**Date:** 04-07-2017

**Property Address:** NO KNOWN ADDRESS, BENNETT, CO 80102

---

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

---

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY, LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535243

Date: 04-07-2017

Property Address: NO KNOWN ADDRESS, BENNETT, CO 80102

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

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

**Order Number:** K70535243

**Customer Ref-Loan No.:**

**Property Address:**

NO KNOWN ADDRESS, BENNETT, CO 80102

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

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

"TBD" Commitment \$1,000.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

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

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.

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

**(Requirements)**

**Order Number:** K70535243

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

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

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

1. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

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

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

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



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

**(Exceptions)**

Order Number: K70535243

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 08, 1902, IN BOOK 23 AT PAGE [422](#).  
  
(AFFECTS SOUTHWEST 1/4 OF SECTION 22)
9. RIGHT OF WAY GRANTED TO BOARD OF COUNTY COMMISSIONERS AS EVIDENCED IN INSTRUMENT RECORDED FEBRUARY 5, 1951 IN BOOK 205 AT PAGE [544](#).
10. OIL AND GAS LEASE WITH WEBB RESOURCES INC. RECORDED OCTOBER 16, 1978 IN BOOK 318 AT PAGE [463](#) AND RECORDED SEPTEMBER 22, 1978 IN BOOK 317 AT PAGE [818](#).  
  
(AFFECTS SOUTHWEST 1/4 OF SECTION 22 AND SOUTHEAST 1/4 OF SECTION 21)
11. OIL AND GAS LEASE BETWEEN HUNT INVESTMENTS AND HS RESOURCES, INC. RECORDED APRIL 11, 1995 IN BOOK 516 AT PAGE [92](#).
12. EASEMENT, RIGHT OF WAY AND SURFACE USE AGREEMENT RECORDED MAY 4, 1995 IN BOOK 517 AT PAGE [571](#).
13. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION AND CROSS CONVEYANCE OF INTERESTS RECORDED NOVEMBER 18, 1996 IN BOOK 559 AT PAGE [814](#).

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

**(Exceptions)**

**Order Number:** K70535243

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

14. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
15. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#) AND ASSIGNMENT OF OIL AND GAS LEASES RECORDED DECEMBER 27, 2011 IN BOOK 732 AT PAGE [836](#), AND ANY OR ALL ASSIGNMENTS THEREOF.
16. TERMS, CONDITIONS AND PROVISIONS OF KIOWA FIRE PROTECTION DISTRICT RECORDED MAY 17, 2012 IN BOOK 736 AT PAGE [328](#).



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

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

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

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

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

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

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

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

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

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



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

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

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

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

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

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

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

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** K70535245

**Date:** 04-06-2017

**Property Address:** 43584 COUNTY ROAD 49, KIOWA, CO 80117

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

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

**Buyer/Borrower**  
TO BE DETERMINED  
Delivered via: Electronic Mail

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

**Seller/Owner**  
HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: K70535245

Date: 04-06-2017

Property Address: 43584 COUNTY ROAD 49, KIOWA, CO 80117

Buyer/Borrower: TO BE DETERMINED

Seller: HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

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

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

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70535245

**Customer Ref-Loan No.:**

**Property Address:**

43584 COUNTY ROAD 49, KIOWA, CO 80117

**1. Effective Date:**

03-16-2017 At 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$24,000.00  
Proposed Insured:  
TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY

**5. The Land referred to in this Commitment is described as follows:**

THE WEST 1/2 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT STRIP OF LAND DEEDED TO ELBERT COUNTY IN DEED RECORDED FEBRUARY 5, 1951 IN BOOK 205, PAGE [544](#), COUNTY OF ELBERT, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B-1**

**(Requirements)**

**Order Number:** K70535245

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNT FAMILY LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNT FAMILY LLC AS A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

2. WARRANTY DEED FROM HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY TO TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A SATISFACTORY LIEN AFFIDAVIT AT CLOSING.

**Land Title Insurance Corporation  
Schedule B-2**

**(Exceptions)**

Order Number: K70535245

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY IN QUIT CLAIM DEED COMPANY OF:  
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,  
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND  
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED APRIL 15, 1971, IN BOOK 277 AT PAGE [152](#). QUIT CLAIM DEED RECORDED IN CONJUNCTION THEREWITH NOVEMBER 20, 1998 AT RECEPTION NO. [372770](#).
9. RESERVATION OF AN UNDIVIDED INTEREST IN OIL, GAS AND OTHER MINERALS AS DESCRIBED IN WARRANTY DEED RECORDED MAY 3, 1993 IN BOOK 470 AT PAGE [300](#).
10. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 AT RECEPTION NO. [417787](#).
11. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. [418591](#).
12. TERMS, CONDITIONS AND PROVISIONS OF KIOWA FIRE PROTECTION DISTRICT SERVICE PLAN RECORDED MAY 17, 2012 AT RECEPTION NO. [527085](#).



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



# Commitment to Insure

## ALTA Commitment - 2006 Rev.

LAND TITLE INSURANCE CORPORATION

LAND TITLE INSURANCE CORPORATION, a Colorado corporation, (herein called the Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, 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

Land Title Insurance Corporation  
P.O. Box 5645  
Denver, Colorado 80217  
(303) 331-6296

John E. Freyer, Jr.  
President



John E. Freyer, Jr.  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Authorized Officer or Agent

Tina L. Rutherford  
Secretary