

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTIONS OF PARCEL'S "D" AND "E" AS DESCRIBED IN WARRANTY DEED RECORDED MARCH 2, 2006 AT RECEPTION NO. 2006025791, OF THE RECORDS OF THE JEFFERSON COUNTY CLERK & RECORDER, TOGETHER WITH, A PORTION OF LAND BEING PARCEL B AS DEPICTED IN AMENDED AND SUPPLEMENTAL BOUNDARY AGREEMENT RECORDED JULY 25, 2002 AT RECEPTION NO. F1530055, OF SAID JEFFERSON COUNTY RECORDS, LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 26, AND CONSIDERING THE NORTHERLY LINE OF SAID SECTION 26 TO BEAR NORTH 89°36'53" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°21'40" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 142.88 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°38'20" EAST, A DISTANCE OF 69.36 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE CITY OF LAKEWOOD FOR SOUTH WADSWORTH BOULEVARD RIGHT-OF-WAY DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 29, 2013 AT RECEPTION NO. 2013063997, OF SAID JEFFERSON COUNTY RECORDS, POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 05°30'18" EAST, A DISTANCE OF 126.63 FEET;

THENCE SOUTH 00°01'03" WEST, A DISTANCE OF 83.96 FEET;

THENCE NORTH 89°40'19" EAST, A DISTANCE OF 131.65 FEET;

THENCE NORTH 87°24'18" EAST, A DISTANCE OF 175.86 FEET;

THENCE NORTH 89°30'16" EAST, A DISTANCE OF 1.44 FEET;

THENCE SOUTH 41°04'16" WEST, A DISTANCE OF 198.79 FEET;

THENCE SOUTH 00°06'53" EAST, A DISTANCE OF 116.98 FEET;

THENCE SOUTH 74°49'00" EAST, A DISTANCE OF 245.83 FEET;

THENCE SOUTH 79°40'09" EAST, A DISTANCE OF 108.24 FEET;

THENCE SOUTH 68°00'23" EAST, A DISTANCE OF 213.91 FEET;

THENCE SOUTH 59°34'11" EAST, A DISTANCE OF 286.24 FEET;

THENCE SOUTH 41°55'27" EAST, A DISTANCE OF 112.38 FEET;

THENCE SOUTH 63°08'22" EAST, A DISTANCE OF 62.89 FEET;

THENCE SOUTH 76°56'01" EAST, A DISTANCE OF 81.77 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 79°59'49" (THE LONG CHORD OF WHICH BEARS S36°56'07"E, A CHORD LENGTH OF 147.84 FEET), AN ARC LENGTH OF 160.56 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°03'47" WEST, A DISTANCE OF 69.85 FEET;

THENCE SOUTH 20°29'31" WEST, A DISTANCE OF 113.89 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 41.50 FEET, A CENTRAL ANGLE OF 96°55'25" (THE LONG CHORD OF WHICH BEARS S27°58'12"E, A CHORD LENGTH OF 62.13 FEET), AN ARC LENGTH OF 70.20 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 76°25'54" EAST, A DISTANCE OF 45.09 FEET;

THENCE SOUTH 49°07'06" EAST, A DISTANCE OF 46.57 FEET;

THENCE SOUTH 36°10'42" EAST, A DISTANCE OF 23.20 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 91°56'02" (THE LONG CHORD OF WHICH BEARS S82°08'43"E, A CHORD LENGTH OF 90.59 FEET), AN ARC LENGTH OF 101.09 FEET TO A POINT OF TANGENCY;

THENCE NORTH 51°53'16" EAST, A DISTANCE OF 14.23 FEET;

THENCE NORTH 75°56'35" EAST, A DISTANCE OF 38.09 FEET;

THENCE NORTH 89°02'05" EAST, A DISTANCE OF 32.16 FEET TO A POINT OF TANGENCY;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 114.50 FEET, A CENTRAL ANGLE OF 50°58'52" (THE LONG CHORD OF WHICH BEARS NORTH 63°32'39" EAST, A CHORD LENGTH OF 98.55 FEET), AN ARC LENGTH OF 101.88 FEET TO A POINT OF TANGENCY;

THENCE NORTH 38°03'13" EAST, A DISTANCE OF 34.20 FEET;

THENCE NORTH 52°06'46" EAST, A DISTANCE OF 37.24 FEET;

THENCE NORTH 72°37'02" EAST, A DISTANCE OF 34.97 FEET;

THENCE NORTH 41°55'40" EAST, A DISTANCE OF 30.70 FEET;

THENCE NORTH 65°26'25" EAST, A DISTANCE OF 59.22 FEET;

THENCE NORTH 84°41'31" EAST, A DISTANCE OF 73.27 FEET;

THENCE SOUTH 69°28'57" EAST, A DISTANCE OF 21.41 FEET;

THENCE SOUTH 49°00'55" EAST, A DISTANCE OF 36.58 FEET;

THENCE NORTH 10°11'43" EAST, A DISTANCE OF 77.68 FEET;

THENCE NORTH 62°35'14" EAST, A DISTANCE OF 16.51 FEET;

THENCE NORTH 79°40'38" EAST, A DISTANCE OF 34.56 FEET;

THENCE SOUTH 80°45'56" EAST, A DISTANCE OF 37.98 FEET;

THENCE SOUTH 18°24'25" EAST, A DISTANCE OF 91.43 FEET;

THENCE SOUTH 45°07'19" EAST, A DISTANCE OF 77.87 FEET;

THENCE SOUTH 66°07'13" EAST, A DISTANCE OF 56.90 FEET;

THENCE NORTH 32°03'41" EAST, A DISTANCE OF 30.31 FEET;

THENCE NORTH 00°32'24" EAST, A DISTANCE OF 37.55 FEET;

THENCE NORTH 19°27'06" WEST, A DISTANCE OF 39.23 FEET;

THENCE NORTH 04°56'37" EAST, A DISTANCE OF 33.45 FEET;

THENCE NORTH 61°49'57" EAST, A DISTANCE OF 30.40 FEET;

THENCE NORTH 78°47'08" EAST, A DISTANCE OF 43.01 FEET;

THENCE SOUTH 66°31'24" EAST, A DISTANCE OF 41.39 FEET;

THENCE SOUTH 32°29'00" EAST, A DISTANCE OF 72.31 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET, A CENTRAL ANGLE OF 79°20'58" (THE LONG CHORD OF WHICH BEARS S72°09'29"E, A CHORD LENGTH OF 80.44 FEET), AN ARC LENGTH OF 87.25 FEET TO A POINT OF TANGENCY;

THENCE NORTH 68°10'02" EAST, A DISTANCE OF 79.65 FEET;

THENCE NORTH 59°52'50" EAST, A DISTANCE OF 102.69 FEET;

THENCE NORTH 64°41'52" EAST, A DISTANCE OF 16.51 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY OF SAID PARCEL B;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL B THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 00°31'25" WEST, A DISTANCE OF 0.81 FEET;
- 2) SOUTH 89°46'20" EAST, A DISTANCE OF 1.00 FEET;
- 3) NORTH 00°13'40" EAST, A DISTANCE OF 31.95 FEET;
- 4) NORTH 89°46'20" WEST, A DISTANCE OF 1.00 FEET;
- 5) NORTH 00°44'18" WEST, A DISTANCE OF 170.42 FEET;
- 6) NORTH 02°01'35" WEST, A DISTANCE OF 94.63 FEET, TO THE EASTERLY BOUNDARY OF SAID PARCEL E;

THENCE ALONG TH EASTERLY BOUNDARY OF SAID PARCEL E THE FOLLOWING FOUR (4) COURSES;

- 1) NORTH 00°22'20" WEST, A DISTANCE OF 307.08 FEET;
- 2) NORTH 69°25'57" WEST, A DISTANCE OF 303.80 FEET;
- 3) NORTH 27°25'57" WEST, A DISTANCE OF 570.00 FEET;
- 4) NORTH 00°34'03" EAST, A DISTANCE OF 270.00 FEET, TO THE NORTHERLY BOUNDARY OF SAID PARCEL E, TO A LINE PARALLEL WITH, DISTANT 495.00 FEET NORTHERLY FROM SAID NORTH LINE OF THE SOUTHEAST QUARTER, AND THE SOUTHERLY BOUNDARY OF GREEN GABLES FILING NO. 3 RECORDED DECEMBER 10, 2015 AT RECEPTION NO. 2015131070;

THENCE ALONG SAID NORTHERLY BOUNDARY, SAID PARALLEL LINE, AND SAID SOUTHERLY BOUNDARY, SOUTH 89°36'53" WEST, A DISTANCE OF 1974.90 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH WADSWORTH BOULEVARD AS DESCRIBED IN SAID WARRANTY DEED RECORDED AT RECEPTION NO. 2013063997;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES;

- 1) SOUTH 02°04'03" WEST, A DISTANCE OF 290.39 FEET;
- 2) SOUTH 00°21'40" EAST, A DISTANCE OF 62.02 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 64.651 ACRES, (2,816,208 SQUARE FEET), MORE OR LESS.



DANIEL E DAVIS, PLS
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

**EXHIBIT B
THE WATER RIGHTS**

The following described water rights, together with Seller's interest in all structures used for or associated with the diversion, measurement, storage, conveyance, or use of the water and water rights, and all easements, rights of way, licenses, permits, and contract rights pertaining thereto:

1. All of Seller's interests in the Ward Reservoir No. 1 (a/k/a/ Ward Lake), located generally in the SE1/4 NE1/4 and NE1/4 SE1/4 of Section 26, and the SW1/4 NW1/4, SE1/4 NW1/4, NW1/4 SW1/4, and NE1/4 SW1/4 of Section 25, all in Township 4 South, Range 69 West, 6th P.M., Jefferson County, Colorado, including, without limitation, water storage rights for Ward Reservoir No. 1 adjudicated by the decrees entered in the following:

A. Civil Action No. 6832, District Court, Arapahoe County (In the Matter of a Certain Petition for Adjudication of the Priority of Rights to the Use of Water for Irrigation in Water District No. 9), decree entered on or about December, 12, 1882;

B. Civil Action No. 60052, District Court, City and County of Denver (In the Matter of the Adjudication of Priorities of Water Rights for the Use of Water for Irrigation and Other Beneficial Uses in Irrigation District No. 7), decree entered on or about May 13, 1936; and

C. Civil Action No. 91471, District Court, City and County of Denver (In the Matter of the Priorities of Water Rights in District No. 9), decree entered on or about September 24, 1935.

2. All of Seller's interest Ward Reservoir Nos. 2, 3 and 4, adjudicated by the decree entered on or about September 24, 1935, in Civil Action No. 91471, District Court, City and County of Denver.

3. All of Seller's shares of capital stock in the Ward Canal Company.

4. All of Seller's rights to the use of water as a beneficiary of the trust described and declared in the Deed from D. Edgar Wilson to William V. Hodges, Trustee, dated September 2, 1919, and recorded in the records of the County Clerk and Recorder, Jefferson County, Colorado, in Book 212, Page 321.



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

Customer Distribution

Our Order Number: ABD70581396-3

Date: 07-07-2018

Property Address: 6900 W. LAKERIDGE ROAD, LAKEWOOD, CO 80227

For Closing Assistance

Charles Ottinger
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6216 (phone)
303-393-3870 (fax)
cottinger@ltgc.com
Company License: CO44565

Closer's Assistant

Sarah Cozzini
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
303-331-6214 (phone)
303-393-4912 (fax)
scozzini@ltgc.com

For Title Assistance

DAVID KNAPP
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4174 (phone)
303-393-4842 (fax)
dknapp@ltgc.com

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

VERNON F TAYLOR JR REVOCABLE TRUST
Attention: VERNON F. TAYLOR JR. REVOCABLE TRUST
518 17TH ST # 1670
DENVER, CO 80202
vtaylor3@mindspring.com
Delivered via: Electronic Mail

SHERMAN & HOWARD
Attention: COLLENE MURPHY
633 17TH STREET # 3000
DENVER, CO 80202
303-299-8372 (work)
303-298-0940 (work fax)
cmurphy@shermanhoward.com
Delivered via: Electronic Mail

ELIOT HOYT
Attention: ELIOT HOYT
eliot.hoyt@brightview.com
Delivered via: Electronic Mail

JACOBS AND SIMPSON
Attention: AARON RODGERS
aaron@jacobsandsimpson.com
Delivered via: Electronic Mail

AZTEC CONSULTANTS INC
Attention: BRADY MOORHEAD
300 E MINERAL AVE #1
LITTLETON, CO 80122
303-713-1898 (work)
bmoorhead@aztecconsultants.com
Delivered via: Electronic Mail

JACOBS AND SIMPSON
Attention: AARON RODGERS
aaron@jacobsandsimpson.com
Delivered via: Electronic Mail

SHERMAN & HOWARD
Attention: CYNTHIA STOVALL
633 17TH STREET # 3000
DENVER, CO 80202
303-297-2900 (work)
303-298-0940 (work fax)
cstovall@shermanhoward.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABD70581396-3

Date: 07-07-2018

Property Address: 6900 W. LAKERIDGE ROAD, LAKEWOOD, CO 80227

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: VERNON F. TAYLOR JR. REVOCABLE TRUST

Visit Land Title's website at 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. | |
| Total | \$408.00 |
| THANK YOU FOR YOUR ORDER! | |

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70581396-3

Customer Ref-Loan No.:

Property Address:

6900 W. LAKERIDGE ROAD, LAKEWOOD, CO 80227

1. Effective Date:

06-11-2018 At 05:00:00

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, AS TO PARCEL A; AND EASEMENT TITLE, AS TO PARCEL B

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

VERNON F. TAYLOR JR. REVOCABLE TRUST

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

PARCELA:

A PARCEL OF LAND BEING PORTIONS OF PARCELS D AND E AS DESCRIBED IN WARRANTY DEED RECORDED MARCH 2, 2006 AT RECEPTION NO. [2006025791](#), OF THE RECORDS OF THE JEFFERSON COUNTY CLERK & RECORDER, TOGETHER WITH, A PORTION OF LAND BEING PARCEL B AS DEPICTED IN AMENDED AND SUPPLEMENTAL BOUNDARY AGREEMENT RECORDED JULY 25, 2002 AT RECEPTION NO. [F1530055](#), OF SAID JEFFERSON COUNTY RECORDS, LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 26, AND CONSIDERING THE NORTHERLY LINE OF SAID SECTION 26 TO BEAR NORTH 89°36'53" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 00°21'40" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 142.88 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°38'20" EAST, A DISTANCE OF 69.36 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE CITY OF LAKEWOOD FOR SOUTH WADSWORTH BOULEVARD RIGHT-OF-WAY DESCRIBED IN THAT WARRANTY DEED RECORDED MAY 29, 2013 AT RECEPTION NO. [2013063997](#), OF SAID JEFFERSON COUNTY RECORDS, POINT ALSO BEING THE POINT OF BEGINNING;
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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70581396-3

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THENCE SOUTH 74°49'00" EAST, A DISTANCE OF 245.83 FEET;
THENCE SOUTH 79°40'09" EAST, A DISTANCE OF 108.24 FEET;
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THENCE SOUTH 76°56'01" EAST, A DISTANCE OF 81.77 FEET TO A POINT OF CURVATURE;
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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70581396-3

Customer Ref-Loan No.:

ARC LENGTH OF 87.25 FEET TO A POINT OF TANGENCY;
THENCE NORTH 68°10'02" EAST, A DISTANCE OF 79.65 FEET;
THENCE NORTH 59°52'50" EAST, A DISTANCE OF 102.69 FEET;
THENCE NORTH 64°41'52" EAST, A DISTANCE OF 16.51 FEET, MORE OR LESS, TO THE EASTERLY
BOUNDARY OF SAID PARCEL B;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL B THE FOLLOWING SIX (6) COURSES:
1) NORTH 00°31'25" WEST, A DISTANCE OF 0.81 FEET;
2) SOUTH 89°46'20" EAST, A DISTANCE OF 1.00 FEET;
3) NORTH 00°13'40" EAST, A DISTANCE OF 31.95 FEET;
4) NORTH 89°46'20" WEST, A DISTANCE OF 1.00 FEET;
5) NORTH 00°44'18" WEST, A DISTANCE OF 170.42 FEET;
6) NORTH 02°01'35" WEST, A DISTANCE OF 94.63 FEET, TO THE EASTERLY BOUNDARY OF SAID
PARCEL E; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL E THE FOLLOWING FOUR (4)
COURSES;
1) NORTH 00°22'20" WEST, A DISTANCE OF 307.08 FEET;
2) NORTH 69°25'57" WEST, A DISTANCE OF 303.80 FEET;
3) NORTH 27°25'57" WEST, A DISTANCE OF 570.00 FEET;
4) NORTH 00°34'03" EAST, A DISTANCE OF 270.00 FEET, TO THE NORTHERLY BOUNDARY OF SAID
PARCEL E, TO A LINE PARALLEL WITH, DISTANT 495.00 FEET NORTHERLY FROM SAID NORTH LINE OF
THE SOUTHEAST QUARTER, AND THE SOUTHERLY BOUNDARY OF GREEN GABLES FILING NO. 3
RECORDED DECEMBER 10, 2015 AT RECEPTION NO. [2015131070](#);
THENCE ALONG SAID NORTHERLY BOUNDARY, SAID PARALLEL LINE, AND SAID SOUTHERLY
BOUNDARY, SOUTH 89°36'53" WEST, A DISTANCE OF 1974.90 FEET TO THE EASTERLY RIGHT-OF-WAY
OF SOUTH WADSWORTH BOULEVARD AS DESCRIBED IN SAID WARRANTY DEED RECORDED AT
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THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES;
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2) SOUTH 00°21'40" EAST, A DISTANCE OF 62.02 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO 80122

PARCEL B:

AN EASEMENT OVER, UNDER, ACROSS AND THROUGH THE LOCATION OF THE "EXISTING DITCH
CROSS-OVER" AND THE "REPLACEMENT DITCH CROSS-OVER" FOR VEHICULAR, BICYCLE AND
PEDESTRIAN ACCESS TO, AND, FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND
REPLACEMENT OF UTILITY LINES SERVING THE "TAYLOR RETAINED PROPERTY"

AND

A NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH THE "LAKERIDGE ROAD
CONTINUATION EASEMENT AREA" FOR VEHICULAR, BICYCLE AND PEDESTRIAN ACCESS TO, AND,
FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITY LINES
SERVING THE "TAYLOR RETAINED PROPERTY", ALL AS RESERVED AND FURTHER DEFINED AND
DESCRIBED IN TRUSTEE'S DEED RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO.
[2018018493](#), COUNTY OF JEFFERSON, STATE OF COLORADO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70581396-3

Customer Ref-Loan No.:

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: ABD70581396-3

The following are the requirements must be met:

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

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

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

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

1. **WARRANTY DEED FROM VERNON F. TAYLOR JR. REVOCABLE TRUST TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

NOTE: THE TRUST AGREEMENT FOR VERNON F. TAYLOR JR. REVOCABLE TRUST DISCLOSES VERNON F. TAYLOR, III, AS THE TRUSTEE WHO MUST EXECUTE LEGAL DOCUMENTS ON BEHALF OF THE TRUST.

NOTE: STATEMENT OF AUTHORITY FOR THE VERNON F. TAYLOR JR. REVOCABLE TRUST RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018492](#) DISCLOSES VERNON F. TAYLOR III AS TRUSTEE AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID TRUST.

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, Part II

(Exceptions)

Order Number: ABD70581396-3

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (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. MINERAL RIGHTS AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 7, 1882 IN BOOK 32 AT PAGE [6](#).
10. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND RIGHT OF WAY RECORDED JUNE 02, 1926 IN BOOK 285 AT PAGE [358](#).
11. EASEMENT GRANTED TO COLORADO WYOMING GAS CO., FOR PIPE LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 24, 1929, IN BOOK 317 AT PAGE [222](#).
12. RESERVATION OF EASEMENTS AND RIGHTS OF WAY, AS RESERVED IN DEED RECORDED AUGUST 13, 1932 IN BOOK 353 AT PAGE [168](#).
13. RIGHTS OF WAY FOR ROAD; LIGHT, POWER AND TELEPHONE TRANSMISSION LINES, WIRES AND POLES; AND PIPE LINES FOR CONVEYANCE OF WATER, AS RESERVED IN DEEDS RECORDED OCTOBER 13, 1919 IN BOOK 212 AT PAGE [321](#) AND APRIL 13, 1933 IN BOOK 357 AT PAGE [77](#); AMENDED BY AN EASEMENT AND RIGHT-OF-WAY FOR UTILITIES AND A ROAD AS SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 7, 1973 IN BOOK 2547 AT PAGE [552](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABD70581396-3

TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATIONS OF RESTRICTIVE COVENANT RECORDED MAY 03, 2013 UNDER RECEPTION NOS. [2013053070](#), [2013053071](#) AND [2013053072](#).

14. TERMS, CONDITIONS, PROVISIONS, RESERVATIONS AND EASEMENTS AS CONTAINED IN DEED RECORDED JULY 26, 1934 IN BOOK 365 AT PAGES [412](#) AND [413](#).

TERMS, CONDITIONS, PROVISIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY AS CONTAINED IN DEED RECORDED DECEMBER 1, 1945 IN BOOK 520 AT PAGE [214](#).

15. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED JUNE 25, 1946 IN BOOK 538 AT PAGE [295](#).

16. (ITEM INTENTIONALLY DELETED)

17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BANCROFT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 07, 1973, IN BOOK 2536 AT PAGE [217](#).

18. EASEMENT FOR MAINTENANCE OF HEAD GATE AND BOX STRUCTURE FOR THE WARD AND AGRICULTURAL DITCHES, RECORDED APRIL 9, 1975 IN BOOK 2717 AT PAGE [847](#).

19. EASEMENTS FOR VEHICULAR INGRESS AND EGRESS FOR THE PURPOSE OF OPERATING, MAINTAINING OR REPLACING STRUCTURES RELATING TO WATER SYSTEM AS GRANTED TO HENRY SWAN II BY THE INSTRUMENT RECORDED APRIL 9, 1975 IN BOOK 2717 AT PAGE [847](#), AND BY THE INSTRUMENT RECORDED DECEMBER 21, 1977 IN BOOK 3120 AT PAGE [383](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES GRANTED TO ALAMEDA WATER AND SANITATION DISTRICT RECORDED AUGUST 11, 1983 UNDER RECEPTION NO. [83075807](#).

21. TERMS, CONDITIONS AND PROVISIONS OF LICENSE AGREEMENT RECORDED APRIL 27, 1989 AT RECEPTION NO. [89035613](#).

22. (ITEM INTENTIONALLY DELETED)

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT FOR WATER PIPELINES AND INCIDENTAL PURPOSES GRANTED TO ALAMEDA WATER AND SANITATION DISTRICT RECORDED JULY 15, 1999 UNDER RECEPTION NO. [F0908143](#).

24. TERMS, CONDITIONS AND PROVISIONS OF BOUNDARY AGREEMENT RECORDED JULY 21, 1999 AT RECEPTION NO. [F0911991](#), AND AMENDED AND SUPPLEMENTAL BOUNDARY AGREEMENT RECORDED JULY 25, 2002 UNDER RECEPTION NO. [F1530055](#).

25. (ITEM INTENTIONALLY DELETED)

26. (ITEM INTENTIONALLY DELETED)

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANT AND GRANT OF RECREATIONAL EASEMENT RECORDED MAY 03, 2013 UNDER RECEPTION NO. [2013053069](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABD70581396-3

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE 0-2013-18, FOR ANNEXATION TO CITY OF LAKEWOOD RECORDED NOVEMBER 01, 2013 UNDER RECEPTION NO. [2013131232](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION MAP TO CITY OF LAKEWOOD RECORDED NOVEMBER 01, 2013 UNDER RECEPTION NO. [2013131233](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE NO. O-2013-19 RECORDED NOVEMBER 01, 2013 UNDER RECEPTION NO. [2013131234](#).
31. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ALAMEDA WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 6, 2002 UNDER RECEPTION NO. [F1538542](#) AND MAY 05, 2017, UNDER RECEPTION NO. [2017047547](#).
32. (ITEM INTENTIONALLY DELETED)
33. TERMS, CONDITIONS, PROVISIONS, COVENANTS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018493](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018496](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TEMPORARY SEPTIC SYSTEM EASEMENT AGREEMENT RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018497](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TEMPORARY IRRIGATION SYSTEM EASEMENT AGREEMENT RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018498](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY OF LAKEWOOD COST SHARING AGREEMENT RECORDED FEBRUARY 28, 2018 UNDER RECEPTION NO. [2018018499](#).
38. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 23, 2014, UNDER RECEPTION NO. [2014040213](#).
39. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED MAY 18, 2018 PREPARED BY AZTEC CONSULTANTS, INC., JOB #120618-01:
(SAID DOCUMENT STORED AS OUR ESI _____)
 - A. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF WARD RESERVOIR NO. 1 AND WARD RESERVOIR NO. 2.
 - B. ANY AND ALL RIGHTS OF THE COMPANIES OPERATING THE AGRICULTURAL DITCH, WARD

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABD70581396-3

CANAL AND OTHER DITCHES AND/OR CANALS WHICH TRAVERSE SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO DITCH/CANAL MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE DITCHES AND CANALS.

C. FENCES LOCATED ALONG THE NORTHERLY, NORTHEASTERLY AND EASTERLY BOUNDARIES OF THE LAND DO NOT COINCIDE WITH THE EXACT BOUNDARIES OF THE LAND.

D. UTILITY LIES WITH UTILITY POLES ENTERING ON THE EAST BOUNDARY AND EXITING ON THE NORTH BOUNDARY OF THE LAND, BUT NOT WITHIN A RECORDED EASEMENT FOR SUCH PURPOSES.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
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

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 For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 200
Denver, Colorado 80206
303-321-1880



Authorized Officer or Agent



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


Mark Bilbrey
President
Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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

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INVOICE

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

SHERMAN & HOWARD
CYNTHIA M STOVALL
633 17TH STREET # 3000
DENVER, CO 80202

Reference

Your Reference Number: TBD Commitment - 70581396
Our Order Number: CC-178035
Our Customer Number: 3946.25
Invoice Requested by: CYNTHIA M STOVALL
Invoice (Process) Date: May 12, 2018
Transaction Invoiced By: Web Services
Email Address: invoicing@ltgc.com

Invoice Number: CC-178035

Date: May 12, 2018

Order Number: 70581396

Property Address: 6900 W. LAKERIDGE ROAD LAKEWOOD 80227

Buyer/Borrower: A Buyer To Be Determined

Invoice Charges

| | | |
|------------------------|------------------------------------|----------|
| Service: | TBD Commitment | \$408.00 |
| Ref: | 70581396 | |
| Addr: | 7195 W VASSAR AVE | |
| Party: | VERNON F TAYLOR JR REVOCABLE TRUST | |
| Total Amount Invoiced: | | \$408.00 |
| Less Payment(s): | | \$0.00 |
| Balance Due: | | \$408.00 |

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number CC-178035** on your Payment