Re-submittal Form

Case Name/ Number: RCU2019-00056

Case Manager: Alan Sielaff

Re-submitted Items:

- Development Plan/ Site Plan
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement
- Other: see individual comments

* All re-submittals must have this cover sheet and a cover letter addressing review comments.

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Addressing, Building Safety, Neighborhoods, Services, Engineering, Environmental, Parks, Planner, ROW, SIA—Finance, SIA—Attorney
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Reunion RV & Boat Storage, LLC plans to develop a state-of-the-art recreational vehicle and boat self-storage facility at 13675 Hayesmount Rd. in Brighton, CO (Adams County). By providing a solution to declining self-storage vacancy levels (vast majority of competing storage facilities have limited/no availability) and predicted population growth locally, we plan to positively impact surrounding communities (HOA-restricted Reunion and Buffalo Run of Commerce City, Prairie Center of Brighton, and Lochbuie/East Brighton areas of Adams County). Plans are to be “up and running” by Summer of 2020.

According to Adams County’s Community & Economic Development Department (via Adams County CO Government media link), Adams County is projected to be the fastest growing area of the Denver-metro region over the next 20 years. Looking shorter term, Oxford Economics ranks Adams County in the top eight U.S. counties for projected economic growth of 2.9 percent annually through 2022. CBS News, Denver Business Journal and The Denver Post all predict suburban population growth with upbeat economical views. With diversity across economic sectors (various growing industries) in Adams County, local communities gain even more attraction, drawing future residents and increased opportunities for business expansion.

With prior development plans in this area, including Adams County’s Comprehensive Plan for future land use and Hayesmount Road widening project, mixed use and long range plans will continue to expand to this area. We’re focused on providing a community-centric solution ahead of the anticipated growth while having minimal impact on the current agriculture zone. By selecting a rural location with close proximity to roadways, truck stop gas station, and on-site amenities (dump station, air station, water and trash disposal provided), there’s room to grow/expand business in future, and offer convenience and reliability for years to come.

The proposed facility is on a 35 acre A-3 parcel. This land was farmed in 2018 and Reunion RV & Boat Storage, LLC received documentation from USDA regarding bushels of wheat per acre that were harvested from this property. The tenant farmer grew 26 bushels of wheat per acre on this 35 acres. In the market in 2018 as true today, the tenant farmer would have received around $3.30 per bushel of wheat sold. This is a total gross value of around $3,000. When looking at this parcel as a productive A-3 agricultural property, the facts and value do not support this property as being a profitable A-3 agricultural property, let alone sole sustainable income for a farming family. The original 140 acre parcel (prior to 35 acre splits) was also used as a grazing property for cattle. Reunion RV & Boat Storage, LLC spoke with the rancher, Brian McCullum. Mr. McCullum refused to utilize this 35 acre parcel in question for grazing cattle. The concern of this parcel for ranchers is the proximity to Hayesmount Road. Ranchers do not want to risk having cattle escape the pasture and cause an accident on Hayesmount Road. The liability and risk is too great. The western edge of this original 140 acre parcel is in permitting to become a 600 + acre solar facility on a conditional use permit. This area is changing with growth and as the demand requires.
In the U.S. alone, the RV industry creates $50 billion USD in economic impact annually. More than 23,000 businesses are currently involved in the industry, creating nearly 45,000 direct employment opportunities. The RV industry contributes almost $6 billion in taxes to the U.S. economy annually. In 2017, roughly 40 million people in the United States went RV camping. Of those 40 million, Millennials make up approximately 38% of campers. The typical household income for RV owning households in the U.S. is approximately $62,000, with the average family using their RV for approximately 4 weeks out of the year. From 2001-2017 RV owning households was up approximately 16%. Additionally, 60% more households own an RV now compared to 1980. In Colorado, the RV industry is booming, generating $311.1 million and creating more than 2,760 jobs, according to a study published in 2017 by The Recreational Vehicle Industry Association. From data looked at in 2017, sales of RVs in Colorado were up 35% between 2015-2017. Sales have continued to increase from 2017. This data shows that many families here in Colorado are wanting to pry their kids away from their electronics and have quality family time together that does not cost them an arm and a leg to ‘get away’. As stated previously, with the growth in Adams County and the surrounding areas, the demand for this type of business will continue to grow. Just a mere 15 minutes away, all on paved roadways, is the Reunion housing development. This development consists of over 14,000 rooftops with the average annual household income of $72,797 and the average age being 30.5 years old. This area alone, based on the U.S. average, would indicate there are nearly 2,000 RV owners. This development and other newly proposed housing developments all fall under HOAs and prevent the parking or storage of boats and RVs at their residence.

Included in this CUP is a map showing the locations of operating storage facilities in the area and their current available capacity. You will find that nearly every business is located outside of a heavily populated area and nearly every facility, which has been operating for some time, is at or near capacity. Owners of campers/RVs do not like to have to drive in heavily populated areas. Reunion RV and Boat Storage, LLC has selected this location as a suitable building location due to its anticipated growth, proximity to a need, the ease of access to paved roadways, and the ease of access to highway systems such as: I-76, E-470, and I-70. Every traveled path away from this facility is a paved roadway, some of which are projected to be four lane roadways. This proposed facility sits only 4000 linear feet outside of the current mixed/industrial use zoning overlay.

As an owner of a large 5th wheel, there are a few important aspects we consider when looking at travel routes and accessibility. The first is that RV owners understand their overall length when in tow is comparable to that of a semi truck and trailer. With that being said, RV owners tend to use travel routes that avoid high traffic areas, tight turning corners, and the availability of large truckstop type fueling stations. This allows for the ease of ingress and egress with commercial and passenger traffic. One of the likely traveled paths for patrons of this facility would be Bromley Lane to I-76 (10 minute drive). Within the last couple of years, a large trucking facility and truckstop were built near the intersection of I-76 and Bromley Lane. These facilities make fueling and any tire maintenance convenient for patrons of this facility.
Additionally, it is noted that the majority of RV and boat owners who store their units at a storage facility tend to retrieve it and bring it home in preparation for their trip. Because of this, it is important to have a location for storage that is away from heavy traffic, tight corners, and within driving distance of the neighborhoods serviced, giving less emphasis on proximity to interstate highway systems.

Our site plan offers insight into the visual projections of planned lot improvements. Architectural designs and building materials will be compatible with the surrounding area and contribute positively to the aesthetic character of the neighborhood (see sample photos of buildings, landscape, fencing styles). Engineered drawings/plans indicate adequate space, safe access to facility and public utilities (electric, gas, water, sewer), and functional use of lot including walkways, parking, and separate gated entrance/exit with biometric/fingerprint scanner (for secure access and to ease flow in and out of grounds).

A neighborhood meeting was conducted, and concerns of visual effect and traffic impact were addressed. We plan to construct/maintain a presentable facility with appropriate privacy fencing, alleviating the visual perspective of a storage facility, and rather have the appearance of a fenced-in property. Reunion RV & Boat Storage is addressing the adjacent property owner’s concern by having its own entrance that is well constructed to provide a separate entrance for the neighbors located west of this parcel. This business will have minimal impact to local resident traffic, as our plan accommodates all staging to be done on-site, alleviating any traffic from stopping on the roadway. Also note, this type of business doesn’t typically have customers coming and going from the property frequently, as they usually retrieve their RV/boat only a few times per year, as noted in the trip generation letter attached.
Site Map – Current Zone A-3; 35 acres
Site Proximity to Comprehensive Plan Mixed Use
The master-planned community at Reunion is located on 3,240 acres. The community surrounds the Buffalo Run Golf Course and also includes commercial developments. There are currently about 2,000 homes in the community, with a total projected build-out of 10,000 homes. Additional amenities include a 21,000-square-foot recreation center, a newly opened community coffee house and information center, and the 52-acre Reunion Park, with trails, lakes, waterfalls, and multi-use athletic fields.

Prairie Center Village One will be composed of 370 single-family lots over approximately 141 acres. As a whole, the prairie center master plan will include over 4,500 homes within 2,000 acres. When fully built-out, Prairie Center Village One will include a new school parcel, open space, and miles of trails that also connect to the thriving commercial development at Prairie Center.
PLN6: Detailed review of site plan will require additional information. Provided narrative references additional detail, but not all is provided in application materials. Please include dimensions, height, and material of all structures and surfaces on site, including the following:

• Elevation detail of the proposed storage screening, office building, and covered parking structures.
• Designated parking areas, number and dimensions of stalls, materials storage surface area and parking and staging area.
• Count of the total number of recreational vehicle storage stalls and public parking stalls.
• Setback distance of office, covered parking structures, dump station, and propane station to adjacent property line.
• Lighting plans, if any.

Updated site plan on following page.

Elevation of screening, office building and covered parking structures are in the process of being finalized and will be provided further along into the preliminary/final design. These plans will follow county code and regulations. See following pages for images of conceptual design.
PLN7: Fencing/Screening requirements in Section 4-10-01-03 detail requirements for Industrial Uses. Vehicle storage uses are subject to Screen Fencing requirements of Section 4-10-01-03-07 and require an eight foot solid wood fence or masonry wall.

Fencing/Screening will accommodate all county requirements. Final fencing/screening plan will be presented upon land use approval.
PLN8: A separate Landscape Plan is required including Bufferyards and Right-of-Way landscaping. See Section 4-16 for detailed requirements.

- 10% of the lot area must be landscaped (4-16-07), 50% of which must be placed along the Right-of-Way subject to Street Frontage Landscaping requirements (4-16-07-01).
- Bufferyards (4-16-06): The exterior boundaries of the lot which do not abut a public road right-of-way shall meet the bufferyard requirements ... depending upon the adjacent land use.
  - New Industrial Uses to adjacent existing Agricultural Uses –
    - Bufferyard D.
    - Bufferyard D: Fifteen (15) foot minimum bufferyard width with three (3) trees per sixty (60) linear feet and six (6) foot sight obscuring fence or wall located on the interior line of the bufferyard.*
    - *A continuous hedge may be substituted for the required fence or wall in Bufferyards C and D, as long as it has a minimum height at installation of three (3) feet and will reach six (6) feet or more at maturity.

The area along any property line abutting a public road right-of-way shall be landscaped using one (1) or any combination of the following landscape options (five options listed in Section 4-16-07-02).

- Please include a data summary table of landscaping coverage and tree and shrub counts.
- Landscape maintenance should be addressed including irrigation plans.

Landscape plan is in accordance with section 4-16, as seen on the following page. Landscape will be maintained by an irrigation system and routine foliage maintenance.
REUNION RV AND BOAT STORAGE

PRELIMINARY NOT FOR CONSTRUCTION

LANDSCAPING SITE DATA

LANDSCAPE PLAN PREPARED UNDER AND APPROVED IN ACCORDANCE TO COUNTY CODE.

LANDSCAPED AREA

EXISTING TREES

EXISTING TREES: NONE

NEW TREES AND SHRUBS

PROVIDED TREES: 26

PROVIDED SHRUBS: 63

NOTE: PER COUNTY CODE REQUIRED LOT LANDSCAPING.

OPTION 3: INSTALL A TEN (10) FOOT LANDSCAPE AREA ALONG THE ROAD RIGHT-OF-WAY. WITHIN THE LANDSCAPE AREA, TWO (2) TREES AND FIVE (5) SHRUBS SHALL BE PLANTED PER FORTY (40) LINEAR FEET OF FRONTAGE. DRIVE AISLES SHALL BE COUNTED AS ZERO (0) FEET IN DEPTH.
Daily Operations Plan

● Staffing
  ○ 1 - 2 employees on site daily
    ■ Employees to staff front office and manage grounds
      ○ Office Staff Duties
        ■ Facilitate and maintain rental agreement
        ■ Clerical duties
      ■ Grounds Duties
        ■ Maintain the ground to ensure professional image
          ■ Weed mitigation
          ■ Building and structure maintenance
          ■ Landscape upkeep
        ■ Site security and adherence to policies and regulations
          ■ Patrol lot looking for violations
          ■ Educate occupants on proper site use

● Hours of Operation
  ○ Occupant entry is available via biometric access (fingerprint access) 5am-10pm daily (or by appointment in emergency situations)
  ○ Employee hours of operation: M-F 9am-3pm *subject to change accordingly to need and peak hours

● Contractual Agreement
  ○ All occupants/patrons will be required to submit and maintain a user agreement/contract with the owner
  ○ A copy of the complete and final contractual agreement will be provided prior to C.O. to Adams County
  ○ Contractual Agreement will include but not limited to the following:
    ■ Pursuant to Colorado law, Occupant’s stored property is subject to a claim of lien. All property stored pursuant to the rental agreement may be sold or otherwise disposed of if the Occupant fails to fully pay rent and other charges for sixty (60) consecutive days.
    ■ The Space is to be used only for storage of one (1) RV owned by Occupant. Occupants shall provide the Owner with true and current copies of all registration or identification certificates pertaining to the RV. The registration of the RV must match the name of the occupant.
- Occupants are strictly prohibited from storing, using, or bringing materials onto the premises which are classified as hazardous or toxic under any law or regulation, and from engaging in any activity on the premises which produces, or may produce such materials.

- Trash, garbage, or discarded materials are not allowed in or near the stored RV.

- Any holding tanks or other sewage or waste product containers on board the RV shall be empty at all times

- There shall be no overnight occupancy in the RV

- There shall be no repair, maintenance, or any other work performed on the RV while the RV is located on the premises

- Under no circumstances shall the RV be rendered incapable of removal from the premises under its own power, or otherwise disabled or rendered incapable or removal from the premises by ordinary means. Occupants must keep RV in good working condition, repairing any broken windows, flat tires or other unsightly or major damage.

- In Owner’s sole discretion, Occupant’s access to the premises may be conditioned in any manner deemed reasonably necessary by Owner to maintain order and protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant’s identity, and requiring Occupant to sign in and out upon entering and leaving the Premises. Occupant further acknowledges that when rent and other charges are past due, Owner may deny Occupant Access to the facility and the storage space until rent and other charges in arrears are paid in full

- Occupant accepts the RV parking space as being suitable for the storage of Occupant’s RV in all respects. Occupants shall immediately notify the Owner of any defect in the space. Occupants will keep the premises in good condition and will pay directly or reimburse the Owner for repairs which become necessary due to the negligence or misuse of the Space during the Term set forth herein, the tenancy of the Occupant, or while under the Occupant’s control.

- Owner may enter the RV for the purpose of inspection without prior notice to Occupant whenever Owner believes that any hazardous conditions or nuisance has been created, or is occurring in the RV, or in any situation constituting an emergency, or for inspections by governmental authorities. In the event any inspection discloses any stored property or any condition in violation of any portion of agreements made, then Owner may immediately remove and dispose of such property, and take action to remedy such condition, without notice to the Occupant and at Occupant’s expense.

- Occupants shall not sublet or assign their rented space, nor store any other RV, vehicle, or other property in or on the space, nor store any property owned by others without written consent of the Owner, which consent may be withheld in Owner’s sole and unlimited discretion.

- Owner and Owner’s agents shall not be liable to Occupant for any damages to, or loss of, the RV or any property while located on the Premises, the Space, or in
the RV, from any cause whatsoever, including but not limited to, burglary, fire, water damage, mysterious disappearance, rodents or insects, acts of God, or the active or passive acts or omissions, or active or passive negligence of Owner, or Owner’s agents or employees, including negligent disposal of Occupant’s stored property under a good faith, but mistaken, claim of lien or belief of abandonment by Occupant.

■ Occupant, at Occupant’s expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the RV, and any property within it, as well as a current policy of vehicle liability insurance as required by Colorado law

■ Under no circumstances shall Owner be responsible for any claim relating to the operation or removal of the RV from its Space by any person or entity shown as an additional owner or a lienholder on the documents of registration or title to the RV. Occupant hereby irrevocably appoints all such other owners or lienholders as may appear on the documents of registration or title as Occupant’s agents for all purposes in connection with the operation or removal of the RV on or off the Premises.

● Sanitation and Restroom facilities
  ○ On-site dump station
    ■ A dump station will be provided for occupants, abiding by all regulations set forth from Adams County and Tri-County Health. The dump station will allow the occupant to fully empty their tanks in a vault prior to storing their RV for the time it will not be in use. This will ensure that all units are safe and less likely to have an issue while being stored within the facility.
  ○ On-site Restroom
    ■ An on-site restroom will be located in the main office area for office staff and patron use. This will be in compliance with regulations set forth from Adams County and Tri-County Health

● Security
  ○ Facility will be equipped with security cameras throughout the lot as well as at the entry/exit point. All camera footage will be recorded and maintained for a period of time for site safety.
  ○ Entry and exit points will utilize state-of-the-art biometric scanners (fingerprint readers) for access. The utilization of such technology ensures that gate codes and not being shared and cuts down on felonious activity.
  ○ Lighting throughout the facility will be in compliance with code 4-13-01 and will be engineered prior to C.O.

● Amenities
  ○ Dump Station
  ○ Clean water fill-up
  ○ Air station for tire inflation
○ Biometric (electronic fingerprint) entry/exit with electronic logging
○ Use of large dumpster to ensure trash and food related items are not left unattended in stored RV (see contractual agreement for allowed items)
○ Recorded security cameras throughout the lot
○ Well lit facility for added security
PLN10: An Aeronautical Study is required of applicants requesting Conditional Uses as noted in the Conceptual Meeting Review notes. The following is a link to the FAA Aeronautical Study required as part of the Airport Height Overlay: https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

See next page for completed aeronautical study.

Also included at the end of this letter is the Avigation Easement document required for the Airport Height Overlay, which must be signed and notarized then officially recorded for the parcel at the Adams County Clerk and Recorders Office prior to the issuance of a Building Permit.

Will be completed upon approval of CUP and prior to issuance of building permit.
** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

- **Structure:** Building Office Building
- **Location:** Brighton, CO
- **Latitude:** 39-56-35.30N NAD 83
- **Longitude:** 104-38-30.00W
- **Heights:**
  - 5164 feet site elevation (SE)
  - 25 feet above ground level (AGL)
  - 5189 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

- It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:
  - _____ At least 10 days prior to start of construction (7460-2, Part 1)
  - __X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 07/17/2021 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.
NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (424) 405-7641, or tameria.burch@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ANM-7667-OE.

Signature Control No: 42085566-428193780 ( DNE )
Tameria Burch
Technician
Applicant is proposing to install over 3,000 square feet of impervious area on the project site. A drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval. The State of Colorado and Adams County do not allow retention ponds to be installed for new site development. The most acceptable drainage facility for flood control is a detention pond.

Per Alan’s follow up email:

1. ENG1: Drainage Report – as part of Engineering Review Application, following land use approval.
2. ENG1: Drainage Plans - as part of Engineering Review Application, following land use approval.
ENG2: The applicant completed a trip generation analysis for the proposed use on the site. The results of the trip generation analysis show that a traffic impact study, signed and stamped by a professional engineer, must also be completed and submitted for review and approval.

Per Alan’s follow up email:

The full TIS is not being requested until Engineering documents are submitted and reviewed to follow any potential land use approval.

We do want to still ask for the additional information regarding potential impact to intersections and routes to the site to be able to provide to the Planning Commission and Board of County Commissioners in light of staff concerns and the public comment already received. Some questions to address include where will the customer base be coming from (general locations) and how will they reach the site, and conversely how will they reach destinations (i.e. routes to regional and interstate highways). This could take the form of a preliminary traffic impact study or some of more contextual information that would be included in a study.

See next page for traffic route map. This map shows the proximity of the neighborhoods Reunion RV & Boat Storage will accommodate. As noted by polled RV and boat owners, it is important for them to have a storage facility that is closer to their home than access to interstates as the typical RV/boat owner likes to take their RV/boat home to prepare for their outing before they leave for their trip. Thus, making it more desirable to have their RV/boat stored at a location within reasonable drive time and access to their home.
ENV3: If the land area disturbance is greater than one (1) acre, then a Resources Review must be completed prior to application submittal so that it may be taken into consideration. All development must comply with the NRCO buffers/setbacks requirements in section 4-11-02-04-02.

Total amount of land lying in the floodplain is measured at 0.75 acres, therefore less than 1 acre. See next page for GIS mapping.
Floodplain Acreage calculated at 0.75ac
ROW3: Title Commitment

See following pages for Title Commitment paperwork. Right of Way Dedication documents will be completed upon land use approval.
PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: ABJ70619587-3
Date: 06/12/2019
Property Address: TBD18 E 136TH AVENUE, HUDSON, CO 80642

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

Buyer/Borrower
BRADLEY G HOFF AND KRISTOPHER R HAFFNER AND KELSEY HAFFNER
7567 E. 154TH COURT
THORNTON, CO 80602
(303) 916-1424 (Cell)
(303) 916-3137 (Cell)
bhoff0361@gmail.com
kris.r.haffner@gmail.com
kelsey.haffner@gmail.com
Delivered via: Electronic Mail

Agent for Seller
COMMERCIAL BROKERS ALLIANCE NOCO LLC
Attention: B.J. JOHANNINGMEIER
1295 MAIN ST #5
WINDSOR, CO 80550
(970) 266-1500 (Work)
bj@cbanoco.com
Delivered via: Electronic Mail

Agent for Buyer
COLORADO FRONT PORCH REALTY GROUP
Attention: STEPHANIE DAFOE
155 S LAMBER ST
PO BOX 115
KEENESBURG, CO 80643
(303) 489-9401 (Cell)
(303) 489-9401 (Work)
stephaniedafoe@gmail.com
Delivered via: Electronic Mail
Order Number: **ABJ70619587-3**  
Date: **06/12/2019**  
Property Address: **TBD18 E 136TH AVENUE, HUDSON, CO 80642**  
Parties: **BRADLEY G. HOFF AND KRISTOPHER R. HAFFNER AND KELSEY HAFFNER**  
**AIRPORT 136, A COLORADO GENERAL PARTNERSHIP**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>&quot;ALTA&quot; Owner's Policy 06-17-06</td>
<td>$1,709.00</td>
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<tr>
<td>Deletion of Standard Exception(s) 1 through 4</td>
<td>$100.00</td>
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</tr>
<tr>
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<td><strong>$1,835.00</strong></td>
</tr>
</tbody>
</table>

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

**Thank you for your order!**

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

**Chain of Title Documents:**

- [Adams county recorded 04/22/1997 at book 4988 page 726](http://example.com)
Property Address:
TBD18 E 136TH AVENUE, HUDSON, CO 80642

1. Effective Date:
   05/29/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:
   "ALTA" Owner's Policy 06-17-06
   Proposed Insured:
   BRADLEY G. HOFF AND KRISTOPHER R. HAFFNER AND
   KELSEY HAFFNER
   $415,000.00

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

4. Title to the estate or interest covered herein is at the effective date hereof vested in:
   AIRPORT 136, A COLORADO GENERAL PARTNERSHIP

5. The Land referred to in this Commitment is described as follows:
   ALL OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
   EXCEPTING THEREFROM, THE PARCELS CONVEYED IN DEEDS RECORDED APRIL 13, 1942 IN BOOK 278
   AT PAGE 224, MAY 19, 1981 IN BOOK 2555 AT PAGE 238 AND NOVEMBER 13, 1992 IN BOOK 3984 AT
   PAGE 249.
   COUNTY OF ADAMS, STATE OF COLORADO.
Order Number: ABJ70619587-3

All of the following Requirements must be met:

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

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

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

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

1. (THIS ITEM WAS INTENTIONALLY DELETED)

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF AIRPORT 136 LLP WHO TOOK TITLE AS AIRPORT 136, A COLORADO GENERAL PARTNERSHIP. 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. (THIS ITEM WAS INTENTIONALLY DELETED)

4. WARRANTY DEED FROM AIRPORT 136 LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP WHO TOOK TITLE AS AIRPORT 136, A COLORADO GENERAL PARTNERSHIP TO BRADLEY G. HOFF AND KRISTOPHER R. HAFFNER AND KELSEY HAFFNER CONVEYING SUBJECT PROPERTY.
REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF AIRPORT 136, A COLORADO GENERAL PARTNERSHIP.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BRADLEY G. HOFF AND KRISTOPHER R. HAFFNER AND KELSEY HAFFNER.

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

D. UPON PROOF OF PAYMENT OF 2018 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.
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. 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 UNRECORDED UNITED STATES PATENTS. THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE 15855187.

10. ANY AND ALL RIGHTS OF ANY DITCH COMPANY RELATING TO HIGH LINE EXTENSION CANAL, WHICH TRAVERSES SUBJECT PROPERTY OR IS DESCRIBED AS A BOUNDARY OF SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO CANAL MAINTENANCE AND ACCESS RIGHTS TO LANDS ADJOINING THE CANAL, AS DISCLOSED BY DEED RECORDED DECEMBER 18, 1948 IN BOOK 367 AT PAGE 242.
ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
( Exceptions)

Order Number: ABJ70619587-3


12. OIL AND GAS LEASE BETWEEN J.W. SUTTON AND CLARA L. SUTTON AND J. R. HOLCOMB, RECORDED DECEMBER 28, 1956 IN BOOK 641 AT PAGE 16 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, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN DEED AND BILL OF SALE RECORDED AUGUST 21, 1964 IN BOOK 1173 AT PAGE 170.

14. OIL AND GAS LEASE BETWEEN J. W. SUTTON AND CLARA L. SUTTON AND HAL A. MCVEY, RECORDED APRIL 03, 1970 IN BOOK 1588 AT PAGE 297 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. OIL AND GAS LEASE BETWEEN BOX ELDER FARMS CO. AND THE ANSCHUTZ CORPORATION, INC., RECORDED JUNE 08, 1970 IN BOOK 1603 AT PAGE 373 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.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT TO MATADOR PIPELINES, INC. RECORDED JUNE 07, 1984 IN BOOK 2880 AT PAGE 956.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE 961.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMUNITIZATION AGREEMENT RECORDED FEBRUARY 09, 1987 UNDER RECEPTION NO. 02087781 (WELD COUNTY RECORDS).


22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF LIS PENDENS AS TO VARIOUS OIL AND GAS PROPERTIES, AND OTHER MINERAL INTERESTS RECORDED APRIL 19, 2019 UNDER RECEPTION NO. 4482302 (WELD COUNTY RECORDS).

23. THIS ITEM WAS INTENTIONALLY DELETED

24. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED MAY 21, 2019 PREPARED BY AMERICAN WEST LAND SURVEYING CO., JOB #19-278.

SAID DOCUMENT STORED AS OUR IMAGE 16201406
FENCES ARE NOT COINCIDENT WITH THE PROPERTY LINES
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, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 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.
This Statement is provided to you as a customer of Land Title Guarantee Company as agent 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 your non-public personal information (“Personal Information”).

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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

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

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

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

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

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

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

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

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

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