

Easement Relinquishment Submittal Checklist

Any submittal not meeting all minimum checklist criteria herein shall be rejected as incomplete.

Easement Relinquishment submittal documents will include the following:

- Application (Page 2&3 of this document) - Must be signed by owner, or a vested party
- Original holding document of the easement - eg. Ordinance, PNEE, Subdivision plan, etc.:
 - Must include the Clerk and Recorder's Book and Page, and/or Recordation Number.
- A Legal Description and Exhibits are required if you are relinquishing a portion of the easement as held in the original document. The Legal Description and Exhibit of the easement(s) to be relinquished, must be prepared by a Professional Land Surveyor (PLS), licensed in the State of Colorado:
 - PDF format (**must be PLS signed and stamped**) **and**
 - Word format (Does not need to be PLS signed and stamped)
- Site Plan - accurately engineered drawings to include:
 - Numerical and Bar Scale (Scale not to exceed 1:40)
 - North arrow
 - Legend
 - Vicinity map, if necessary
 - Plan set date and revision number (if applicable)
 - Call out the location of the easement proposed to be relinquished and hatch area**
 - Call out the location if new easement will be conveyed** (if applicable)
 - Property lines
 - Right-of-Way width
 - Edge of Pavement and/or Curb and Gutter
 - Sidewalks
 - Trees and landscaping in the ROW
 - Nearby driveways and alleys
 - Street names
 - Aerial imagery is allowed, but does not replace the required Engineered drawings**

FEES:


Must be paid immediately after project is logged in and a project number is provided by your Coordinator along with the project invoice.

Initial Processing Fee = \$1,000.00 (Non-Refundable)

Legal Description Review Fee = \$300.00 (Non-Refundable)

Ordinance Fee = \$300.00 (Non-Refundable)

I hereby attest that all above information has been incorporated into our plan submittal.

 _____
Owner/Vested Party/Applicant Signature

1/3/2023
Date



APPLICATION
EASEMENT RELINQUISHMENT

Please complete this application to apply for an ordinance to relinquish easements held by the City in the Public Right of Way. Please reference Rules and Regulations for Easement Relinquishments for more details on the relinquishment process. Please type or print. If necessary attach additional sheets to fully answer any of the following sections. Submit the complete application electronically to: DOTI.ER@denvergov.org.

DATE: _____

PROJECT NAME: _____

IS THIS PROJECT ASSOCIATED WITH A SITE DEVELOPMENT REVIEW? Yes No

If you checked 'Yes' above, provide Project Master, Site Plan and/or Concept Development project numbers:

_____, 2020-SDPSUB-0000006, _____

ADDRESS (approx.) OF EASEMENT: _____

APPLICANT:

Name: _____

Company (if applicable): _____ Title: Project Manager

Address: _____

Telephone number: _____ Email address: _____

PROPERTY OWNER (where the easement is located): [] Check if the same as Applicant

Company: Clayton Properties Group II, Inc. _____

Owner Contact: _____

Address: _____

Telephone Number: _____ Email address: _____

ORIGINAL HOLDING DOCUMENT THE EASEMENT IS HELD IN:

Title of document: _____

Clerk & Recorder Recordation Number: _____

Ordinance Number (if applicable): _____

PORTION OF EASEMENT IF BEING RELINQUISHED:

Easement in its entirety

A portion of the easement (as described in the legal description)





APPLICATION
EASEMENT RELINQUISHMENT

QUANTITY OF EASEMENTS TO BE RELINQUISHED: ____

Easement Groupings if submitting with multiple easements: ____

DESCRIBE THE CURRENT STATE OF THE EASEMENT(S):

In the space below, please describe what the easement was granted for, if it is a partial relinquishment or being relinquished in it's entirety and any addition background information

EXISTING UTILITIES:

If there are existing utilities in the easement, please explain how these utilities will be accommodated and whether they will be removed or relocated.

If there are no existing utilities in the easement to the best of your knowledge, please state NO Utilities or N/A

EXPLANATION OF WHY THE EASEMENT RELINQUISHMENT IS BEING REQUESTED:

Please explain why the easement needs to be relinquished.

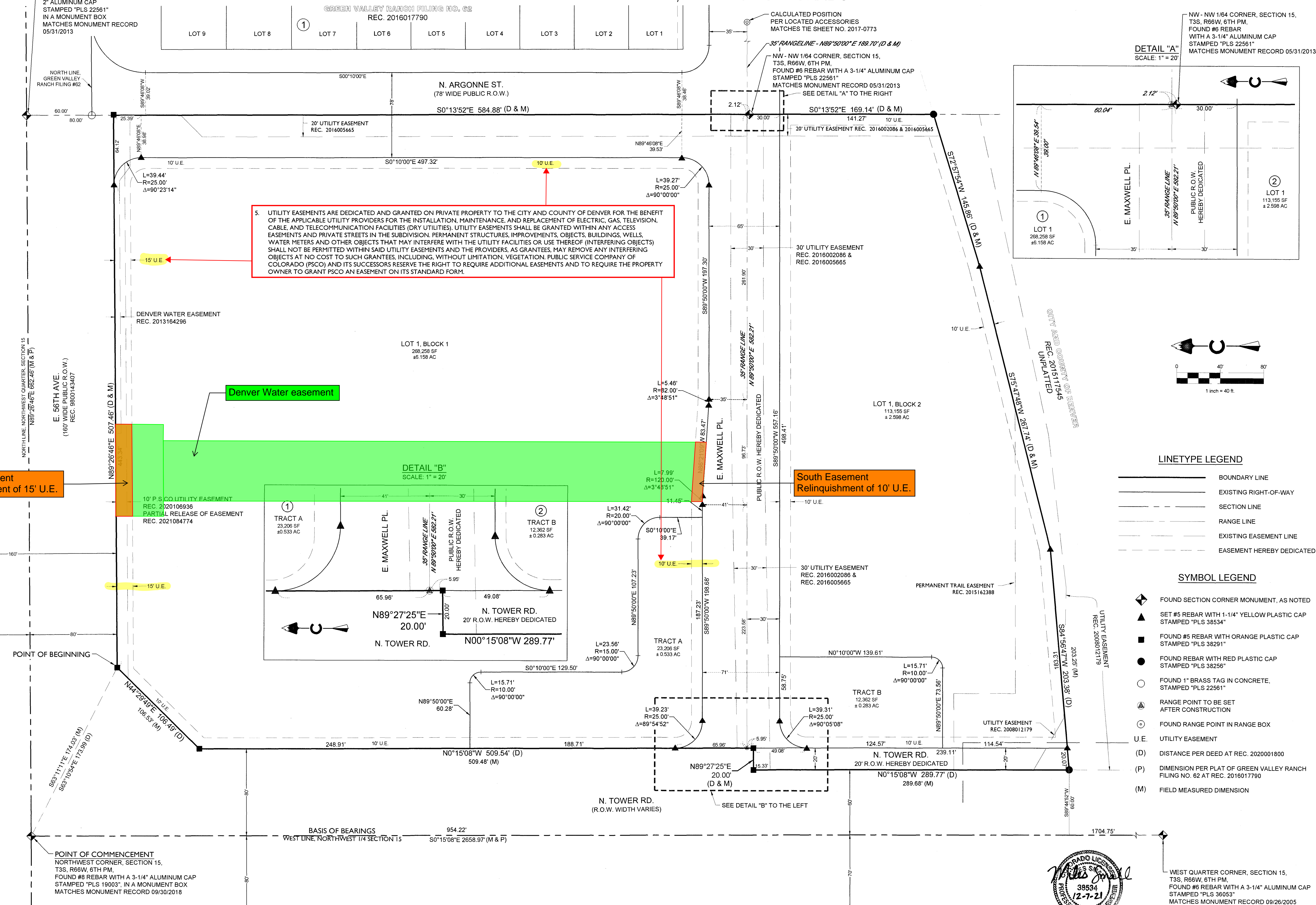
I/WE HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS APPLICATION AND THAT THE FOREGOING INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE.

[Handwritten Signature] 1/3/2023
(Owner/Vested Party Signature) DATE

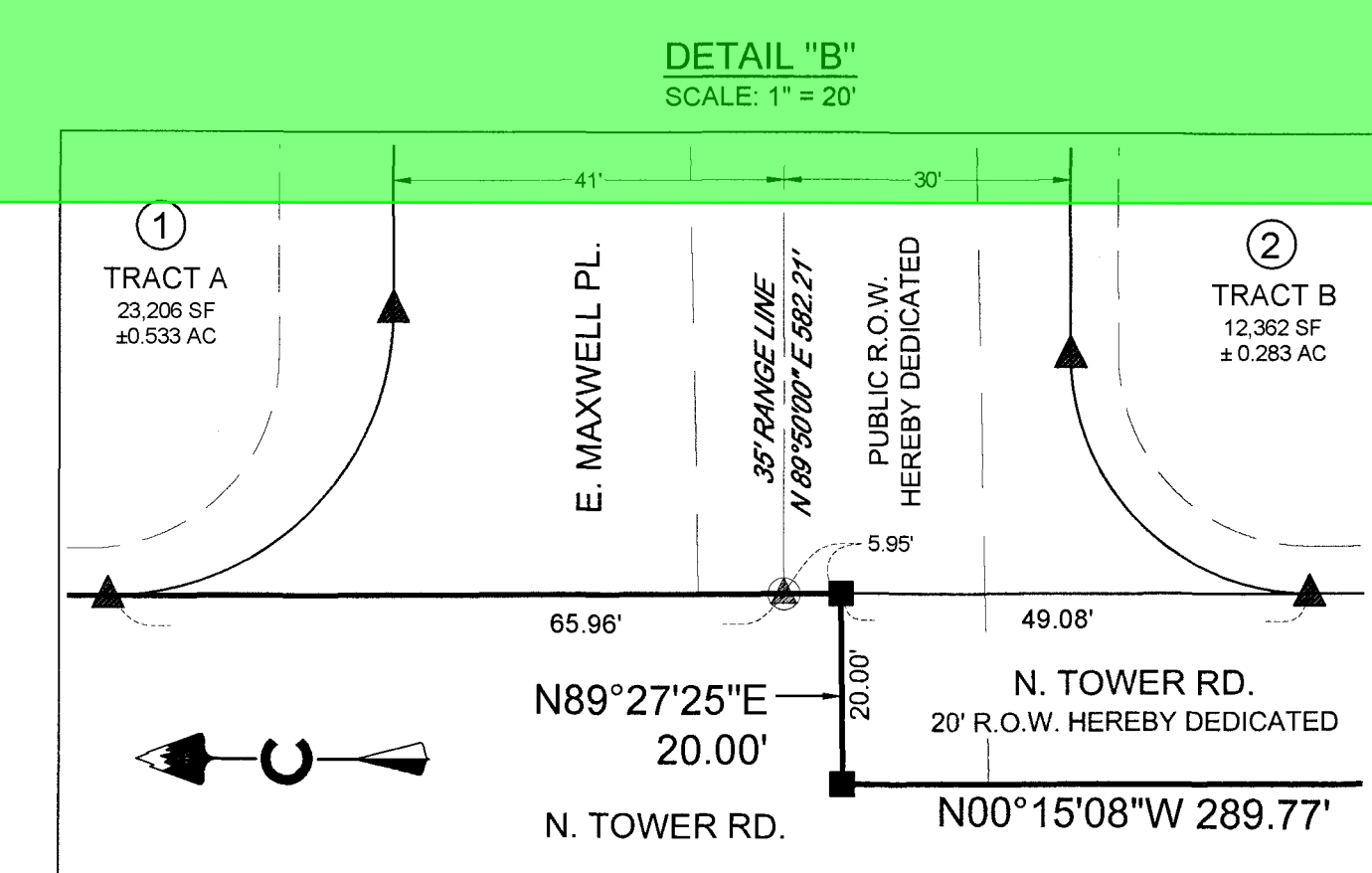
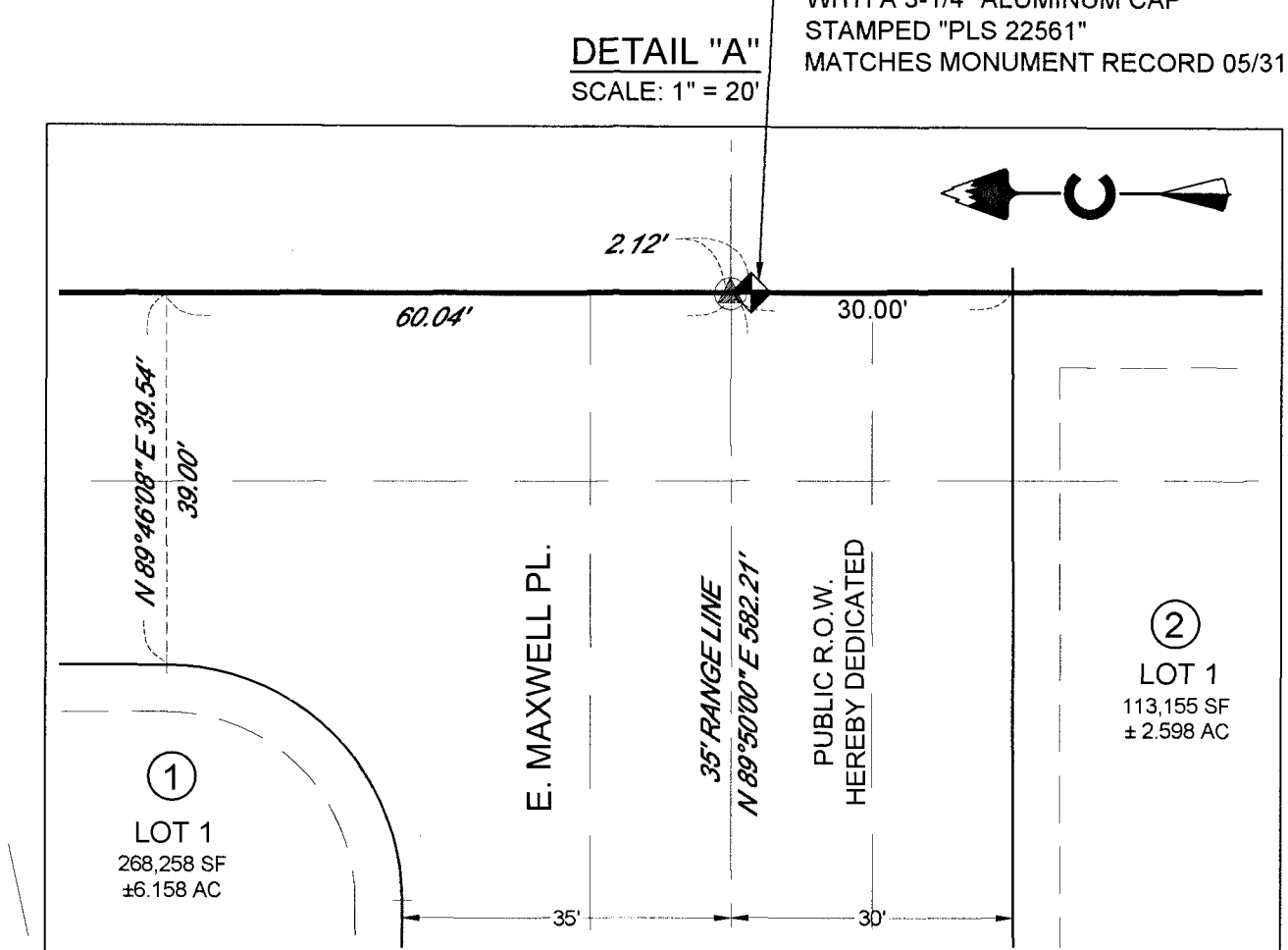


TOWER FARMS SUBDIVISION FILING NO. 1

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO



5. UTILITY EASEMENTS ARE DEDICATED AND GRANTED ON PRIVATE PROPERTY TO THE CITY AND COUNTY OF DENVER FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATION FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

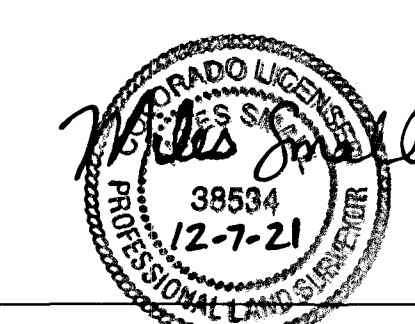


LINETYPE LEGEND

- BOUNDARY LINE
- EXISTING RIGHT-OF-WAY
- SECTION LINE
- RANGE LINE
- EXISTING EASEMENT LINE
- EASEMENT HEREBY DEDICATED

SYMBOL LEGEND

- FOUND SECTION CORNER MONUMENT, AS NOTED
- SET #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "PLS 38534"
- FOUND #5 REBAR WITH ORANGE PLASTIC CAP STAMPED "PLS 38251"
- FOUND REBAR WITH RED PLASTIC CAP STAMPED "PLS 38256"
- FOUND 1" BRASS TAG IN CONCRETE, STAMPED "PLS 22561"
- RANGE POINT TO BE SET AFTER CONSTRUCTION
- FOUND RANGE POINT IN RANGE BOX
- UTILITY EASEMENT
- (D) DISTANCE PER DEED AT REC. 2020001800
- (P) DIMENSION PER PLAT OF GREEN VALLEY RANCH FILING NO. 62 AT REC. 2016017790
- (M) FIELD MEASURED DIMENSION



WEST QUARTER CORNER, SECTION 15, T3S, R66W, 6TH PM, FOUND #6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "PLS 36053" MATCHES MONUMENT RECORD 09/26/2005

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE

TOWER FARMS SUBDIVISION FILING NO. 1
A PART OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY AND COUNTY OF DENVER, STATE OF COLORADO

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND BEING A PORTION OF A 15.00-FOOT UTILITY EASEMENT DEDICATED BY TOWER FARMS SUBDIVISION FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2022025118, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING WITHIN A PORTION OF LOT 1, BLOCK 1, SAID TOWER FARMS SUBDIVISION, SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE S 75°55'35" E, A DISTANCE OF 316.79 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 56TH AVENUE RIGHT-OF-WAY, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 9800143407, SAID CITY AND COUNTY OF DENVER RECORDS AND THE POINT OF BEGINNING;

THENCE N 89° 26' 46" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;
THENCE S 00° 10' 00" E, A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTH LINE OF SAID 15.00-FOOT WIDE UTILITY EASEMENT DEDICATED BY SAID TOWER FARMS SUBDIVISION FILING NO. 1 PLAT;
THENCE S 89° 26' 46" W, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET;
THENCE N 00° 10' 00" W, A DISTANCE OF 15.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING;

CONTAINING AN AREA OF 750 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

A PARCEL OF LAND BEING A PORTION OF A 10.00-FOOT UTILITY EASEMENT DEDICATED BY TOWER FARMS SUBDIVISION FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2022025118, IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, LYING WITHIN A PORTION OF LOT 1, BLOCK 1, SAID TOWER FARMS SUBDIVISION, SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE S 27°09'16" E, A DISTANCE OF 693.16 FEET TO A POINT ON THE NORTH LINE OF THE EAST MAXWELL PLACE RIGHT-OF-WAY AS DEDICATED BY SAID TOWER FARMS SUBDIVISION FILING NO. 1 AND THE POINT OF BEGINNING;

THENCE N 00° 10' 00" W, A DISTANCE OF 10.02 FEET TO A POINT ON THE NORTH LINE OF SAID 10-FOOT WIDE UTILITY EASEMENT AS DEDICATED BY SAID TOWER FARMS SUBDIVISION FILING NO. 1;

THENCE S 86° 21' 09" E, ALONG SAID NORTH LINE, A DISTANCE OF 35.08 FEET;
THENCE S 00° 10' 00" E, A DISTANCE OF 10.02 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE;
THENCE N 86° 21' 09" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.08 FEET TO THE
POINT OF BEGINNING;

CONTAINING AN AREA OF 351 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89°26'46" E, FROM THE NORTHWEST CORNER OF SAID SECTION 15, BEING MONUMENTED BY A 3-1/4 INCH DIAMETER ALUMINUM CAP (UNABLE TO VERIFY SIZE AND MATERIAL OF MONUMENT), STAMPED "PLS 19003", IN A RANGE BOX, TO THE WEST-WEST 1/64TH CORNER OF SAID SECTION 15 AND SECTION 10, BEING MONUMENTED BY A #6 REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP, STAMPED "PLS 22561", IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

JEFFREY C. ANTON
COLORADO PLS 38818
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

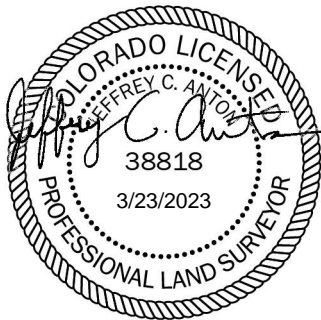


EXHIBIT A

POINT OF COMMENCEMENT

NW COR. SEC 15, T3S, R66W, 6TH PM,
FOUND 3-1/4" DIA. ALUM. CAP
(UNABLE TO VERIFY SIZE AND
MATERIAL OF MONUMENT)
STAMPED "PLS 19003" IN RANGE BOX

W-W 1/64 COR. SEC 15, T3S, R66W, 6TH PM,
FOUND #6 REBAR W/ 2" DIA. ALUM. CAP
STAMPED "PLS 22561" IN RANGE BOX

BASIS OF BEARINGS N 89°26'46" E

N. LINE, NW 1/4, NW 1/4, NW 1/4, SEC. 15, T3S, R66W, 6TH P.M.

E. 56TH AVE.
(160' WIDE PUBLIC R.O.W.)
REC. 9800143407

POINT OF BEGINNING

15' UTILITY EASEMENT
REC. 2022025118

N89°26'46"E 50.00'

PARCEL 1

750 SF
0.017 AC

10'

N0°10'00"W 15.00'

S0°10'00"E 15.00'

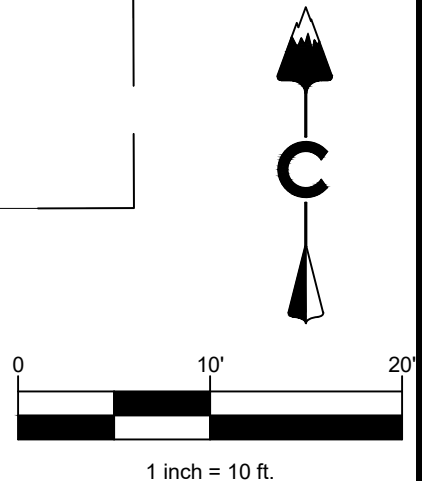
15'

S89°26'46"W 50.00'

FUTURE
DENVER WATER
EASEMENT

10' P.S.CO UTILITY EASEMENT
REC. 2020106936

LOT 1, BLOCK 1
TOWER FARMS SUBDIVISION
FILING NO. 1
REC. 2022025118



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-007
DATE: 3/23/23
DR: CT
QA: JCA
SHEET 3 OF 4



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

NW 1/4, SEC 15, T3S, R66W, 6TH P.M.
CITY AND COUNTY OF DENVER
COLORADO

EXHIBIT A

POINT OF COMMENCEMENT

NW COR. SEC 15, T3S, R66W, 6TH PM,
FOUND 3-1/4" DIA. ALUM. CAP
(UNABLE TO VERIFY SIZE AND
MATERIAL OF MONUMENT)
STAMPED "PLS 19003" IN RANGE BOX

W-W 1/64 COR. SEC 15, T3S, R66W, 6TH PM,
FOUND #6 REBAR W/ 2" DIA. ALUM. CAP
STAMPED "PLS 22561" IN RANGE BOX

BASIS OF BEARINGS N 89°26'46" E

N. LINE, NW 1/4, NW 1/4, NW 1/4, SEC. 15, T3S, R66W, 6TH P.M.

LOT 1, BLOCK 1
TOWER FARMS SUBDIVISION
REC. 2022025118

FUTURE
DENVER WATER
EASEMENT

10' UTILITY EASEMENT
REC. 2022025118

N0°10'00"W
10.02'

S86°21'09"E 35.08'

PARCEL 2
351 SF
0.008 AC

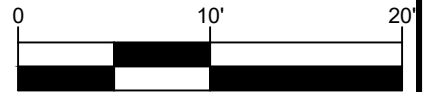
S0°10'00"E
10.02'

N86°21'09"W 35.08'

10'

POINT OF
BEGINNING

E. MAXWELL PL.
VARIABLE WIDTH PUBLIC R.O.W.
REC. 2022025118



1 inch = 10 ft.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-007
DATE: 3/23/2023
DR: CT
QA: JCA
SHEET 4 OF 4



CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

NW 1/4, SEC 15, T3S, R66W, 6TH P.M.
CITY AND COUNTY OF DENVER
COLORADO

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: Asset Management Review Review Status: Approved

Reviewers Name: Jason Clements
Reviewers Email: Jason.Clements@denvergov.org

Status Date: 01/12/2023

Status: Approved

Comments: Approval pertains only to utility easement noted on "Tower Farms Subdivision Filing 1 (2022025118)". There is another PSCo easement overlapping the subject easement on the north of the property (2020106936) which may need addressed with PSCo, via the developer, in the future.

Application for relinquishment references plans to coordinate future dedication to PSCo(Xcel) for the portion of the current easement being relinquished on the south of the property. RE advises discussion with the City Attorney regarding whether future dedication can be handled via an Access and Use Agreement in lieu of an easement to PSCo.

Reviewing Agency: City Forester Review Review Status: Approved

Reviewers Name: Erin Hatch
Reviewers Email: Erin.Hatch@denvergov.org

Status Date: 01/24/2023

Status: Approved

Comments: Approved. No anticipated ROW Tree impacts.

Reviewing Agency: Comcast Referral Review Status: Approved - No Response

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Water Referral Review Status: Approved

Status Date: 02/01/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
 Reviewing Agency/Company: Denver Water
 Reviewers Name: Gina Begly
 Reviewers Phone: 303-628-6219
 Reviewers Email: gina.begly@denverwater.org
 Approval Status: Approved

Comments:

Reviewing Agency: Survey Review Review Status: Approved

Comment Report

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewers Name: Kathy Svechovsky
Reviewers Email: Kathy.Svechovsky@denvergov.org
Status Date: 04/03/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: DOTI-Right of Way Services-Survey
Reviewers Name: Kathy Svechovsky
Reviewers Phone: 720-865-3127
Reviewers Email: kathy.svechovsky@denvergov.org
Approval Status: Approved

Comments:

Status Date: 02/01/2023
Status: Denied
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: DOTI-Right of Way Services-Survey
Reviewers Name: Kathy Svechovsky
Reviewers Phone: 720-865-3127
Reviewers Email: kathy.svechovsky@denvergov.org
Approval Status: Denied

Comments:

Resubmittal required. See attached redlines.

Attachment: 01 SurveyComments Descriptions 23RELINQ001.pdf

Attachment: 01 SurveyComments Site Plan.pdf

Status Date: 01/26/2023
Status: Denied
Comments: Resubmittal required. Redlines uploaded to E-Review

Reviewing Agency: Case Manager Review/Finalize Review Status: Comments Compiled

Reviewers Name: Brianne White
Reviewers Email: Brianne.White@denvergov.org

Status Date: 02/01/2023
Status: Comments Compiled
Comments:

Status Date: 01/16/2023
Status: Confirmation of Payment
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved - No Response

Comment Report

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewers Name: Brian Dimock
Reviewers Email: Brian.Dimock@denvergov.org
Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Landmark Review **Review Status:** Approved

Reviewers Name: Emma-Marie Censky
Reviewers Email: emma.censky@denvergov.org
Status Date: 01/11/2023
Status: Approved
Comments:

Reviewing Agency: Metro Wastewater Referral **Review Status:** Approved - No Response

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Office of Emergency Management Referral **Review Status:** Approved - No Response

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: Parks and Recreation Review **Review Status:** Approved

Reviewers Name: Jennifer Cervera
Reviewers Email: Jennifer.Cervera@denvergov.org
Status Date: 01/31/2023
Status: Approved
Comments:

Reviewing Agency: Construction Engineering Review **Review Status:** Approved

Reviewers Name: Kim Blair
Reviewers Email: Kim.Blair@denvergov.org
Status Date: 01/23/2023
Status: Approved
Comments: No Objection.

Reviewing Agency: Policy and Planning Review **Review Status:** Approved - No Response

Reviewers Name: Emily Gloeckner
Reviewers Email: Emily.Gloeckner@denvergov.org

Comment Report

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: TES Sign and Stripe Review **Review Status:** Approved - No Response

Reviewers Name: Brittany Price
Reviewers Email: Brittany.Price@denvergov.org

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: CenturyLink Referral **Review Status:** Approved

Status Date: 02/01/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: Lumen (CenturyLink)
Reviewers Name: VeShon Sheridan
Reviewers Phone: 804-234-6825
Reviewers Email: veshon.sheridan@lumen.com
Approval Status: Approved

Comments:
Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") has reviewed the request for the subject vacation and has determined there are no CenturyLink facilities within the easement area as shown and/or described on the provided exhibits. It is the intent and understanding of CenturyLink that this vacation shall not reduce our rights to any other existing easements or rights we have on this site or in the area.
This No objection response is submitted WITH THE STIPULATION that IF CenturyLink facilities are found and/or damaged within the ROW area as described, the Applicant will bear the cost of relocation and repair of said facilities.
POC - VeShon Sheridan
NIS| Right-of-Way Agent II | Contractor - Faulk & Foster
Millwheel Way, Henrico, VA / USA 23228
804-234-6825 / VeShon.Sheridan@Lumen.com

Sincerely yours,

Andrew Schlitt
Andrew.Schlitt@Lumen.com
Network Infrastructure Services
CenturyLink
P844647

Reviewing Agency: Xcel Referral **Review Status:** Approved

Status Date: 03/30/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment

Comment Report

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency/Company: Public Service Company of Colorado dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: donna.l.george@xcelenergy.com
Approval Status: Approved

Comments:
PSCo acquired a separate "Easement Amendment, Agreement and Consent" with Denver Water.

Status Date: 02/01/2023
Status: Denied
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: Public Service Company of Colorado dba Xcel Energy
Reviewers Name: Donna George
Reviewers Phone: 3035713306
Reviewers Email: donna.l.george@xcelenergy.com
Approval Status: Denied

Comments:
Why wouldn't this be considered a crossing by Denver Water? For additional information please contact Adam Pena at adam.r.pena@xcelenergy.com.

Reviewing Agency: City Councilperson and Aides Referral Review Status: Approved - No Response

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved

Reviewers Name: Zachary Santen
Reviewers Email: Zachary.Santen@denvergov.org

Status Date: 01/09/2023
Status: Approved
Comments:

Reviewing Agency: DES Transportation Review Review Status: Approved

Reviewers Name: Christopher Mueller
Reviewers Email: Christopher.Mueller@denvergov.org

Status Date: 01/12/2023
Status: Approved
Comments:

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Philip Kim
Reviewers Email: Philip.Kim@denvergov.org

Comment Report

Tower Farms Subdivision Filing No. 1 Relinquishment

04/03/2023

Master ID: 2020-PROJMSTR-0000160 **Project Type:** ROW Relinquishment
Review ID: 2023-RELINQ-0000001 **Review Phase:**
Location: **Review End Date:** 01/31/2023

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status Date: 01/09/2023
Status: Approved
Comments:

Reviewing Agency: ERA Transportation Review Review Status: Approved - No Response

Status Date: 02/01/2023
Status: Approved - No Response
Comments:

Reviewing Agency: ERA Wastewater Review Review Status: Approved

Reviewers Name: Mike Sasarak
Reviewers Email: Mike.Sasarak@denvergov.org

Status Date: 01/31/2023
Status: Approved
Comments:

Reviewing Agency: RTD Referral Review Status: Approved

Status Date: 02/01/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: RTD
Reviewers Name: C. Scott Woodruff
Reviewers Phone: 303-299-2943
Reviewers Email: clayton.woodruff@rtd-denver.com
Approval Status: Approved

Comments:

Reviewing Agency: CDOT Referral Review Status: Approved

Status Date: 02/01/2023
Status: Approved
Comments: PWPRS Project Number: 2023-RELINQ-0000001 - Tower Farms Subdivision Filing No. 1 Relinquishment
Reviewing Agency/Company: CDOT Region 1 ROW/survey
Reviewers Name: dane courville
Reviewers Phone: 7206720231
Reviewers Email: dane.courville@state.co.us
Approval Status: Approved

Comments:

Does not affect CDOT on-system ROW. Proposed effort is approved as the location does not affect CDOT ROW.



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: October 29, 2021
File Number: 20000311172- Revision No. 7
Property: Tower Farms Sub Flg 1, Denver, CO

Please direct all Title inquiries to:

Chesney Horn
Phone: (303) 780-4006
Email Address: Chesney.Horn@stewart.com

OWNER:
Clayton Properties Group II, Inc., a Colorado corporation

REQUESTED BY:
Oakwood Homes
Contact: Brandon Wyszynski
Email: bwyszynski@oakwoodhomesco.com
Contact: Charles Foster
Email: cfosltd@aol.com
Contact: David Carro
Email: dcarro@oakwoodhomesco.com
Delivery Method: Emailed

SURVEYOR:
Core Consultants
Contact: Justin Simpson
Email: simpson@corecivil.com
Delivery Method: Emailed

THIS REVISION OF THE TITLE COMMITMENT INCLUDES THE FOLLOWING CHANGES:

Schedule A - Updated the effective date.
Schedule B-I - none.
Schedule B-II - none.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

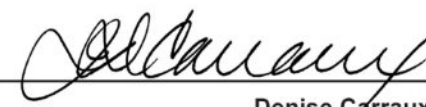
Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050


Denise Carraux
Secretary

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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, this 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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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File No. 20000311172

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number: N/A
Commitment Number: 20000311172
Issuing Office File Number: 20000311172
Property Address: Tower Farms Sub Flg 1, Denver, CO
Revision Number: 7

1. Commitment Date: October 26, 2021 at 5:30 P.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Clayton Properties Group II, Inc., a Colorado corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued


Authorized Countersignature

Informational Commitment Rate
Informational Commitment: PAID
Tax Schedule Numbers:
(Sch. # 00152-00-133-000
Sch. # 00152-00-178-000):

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
SCHEDULE A**

LEGAL DESCRIPTION

LEGAL DESCRIPTION: TOWER FARMS SUBDIVISION FILING NO. 1

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°15'08" E, FROM THE NORTHWEST CORNER OF SAID SECTION 15, BEING MONUMENTED BY A REBAR WITH A 3-1/4" ALUMINUM CAP, "STAMPED PLS 19003" TO THE WEST QUARTER CORNER OF SAID SECTION 15, BEING MONUMENTED BY A REBAR WITH A 3-1/4" ALUMINUM CAP, "STAMPED PLS 36053", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15, THENCE S 63°11'11" E, A DISTANCE OF 174.03 FEET TO A POINT ON THE SOUTH RIGHT-OF WAY LINE OF EAST 56TH AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N 89°26'46" E, A DISTANCE OF 507.46 FEET TO A POINT ON THE WEST LINE OF GREEN VALLEY RANCH FILING NO. 62, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2016017790 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID CITY AND COUNTY OF DENVER;

THENCE ALONG THE WEST BOUNDARY OF SAID GREEN VALLEY RANCH FILING NO. 62, S 00°13'52" E, A DISTANCE OF 584.88 FEET TO THE NORTHWEST-NORTHWEST 1/64 CORNER OF SAID SECTION 15;

THENCE CONTINUING ALONG SAID WEST BOUNDARY LINE OF GREEN VALLEY RANCH FILING NO. 62, S 00°13'52" E, A DISTANCE OF 169.14 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL RECORDED AT RECEPTION NO. 2015117545 IN THE RECORDS OF SAID CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER;

THENCE ALONG THE NORTH LINES OF SAID PARCEL RECORDED AT RECEPTION NO. 2015117545 THE FOLLOWING THREE (3) COURSES;

1. S 72°57'54" W, A DISTANCE OF 145.86 FEET;
2. S 75°47'48" W, A DISTANCE OF 267.74 FEET;
3. S 84°56'47" W, A DISTANCE OF 203.38 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TOWER ROAD;

THENCE ALONG THE EAST RIGHT-OF-WAY LINES OF SAID TOWER ROAD THE FOLLOWING FOUR (4) COURSES;

1. N 00°15'08" W, A DISTANCE OF 289.77 FEET;
2. N 89°27'25" E, A DISTANCE OF 20.00 FEET;
3. N 00°15'08" W, A DISTANCE OF 509.54 FEET;

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File No. 20000311172

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

1. N 44°29'49" E, A DISTANCE OF 106.49 FEET TO THE POINT OF BEGINNING.

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 20000311172- Revision No. 7

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:
 - a. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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File No. 20000311172

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 20000311172- Revision No. 7

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for the year 2020, and subsequent years; special assessments or charges not certified to the County
9. Civil Action No. 23390 recorded August 13, 1981 in [Book 2432 at Page 361](#) and [Book 2432 at Page 365](#).
10. Intergovernmental Agreement on Annexation and Boundaries recorded January 16, 1990 in [Book 3639 at Page 318](#). (Adams recording)
11. Ordinance 131, Series of 2000, for Zoning Change and Zoning Classification, recorded February 25, 2000 at [Reception No. 20000026679](#).
12. Ordinance 133, Series of 2000, for Changing Zoning Classification, recorded February 25, 2000 at [Reception No. 20000026681](#).
13. **[Intentionally deleted.]** Easement Agreement recorded November 2, 2005 at [Reception No. 2005186553](#).

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: The above exception will be deleted upon recordation of the Notice of Partial Termination of Easement dated January 20, 2021, recored March 30, 2021 at Reception No. 2021057094.

14. Permanent Easement recorded January 30, 2008 at [Reception No. 2008012179](#).
15. **[Intentionally deleted.]** Inclusion in the Ebert Metropolitan District, recorded April 29, 2009 at [Reception No. 2009052002](#).
NOTE: Case No. 83CV5861, Order for Exclusion of Property from the Ebert Metropolitan District recorded February 9, 2016 at [Reception No. 2016015332](#).
16. Declaration of Covenants, Conditions and Restrictions (Tower Road Farms) recorded May 18, 2011 at [Reception No. 2011054700](#).
17. Notice of Transfer Fee (Tower Road Farms) recorded September 22, 2011 at [Reception No. 2011105695](#).
18. Easement Agreement recorded November 13, 2013 at [Reception No. 2013164296](#).
19. Permanent Easement for Trail recorded November 19, 2015 at [Reception No. 2015162388](#).
20. Utility Easement recorded January 7, 2016 at [Reception No. 2016002086](#) and re-recorded January 15, 2019 at [Reception No. 2016005665](#).
21. **[Intentionally deleted.]** Memorandum of Oil and Gas Lease recorded November 28, 2018 at [Reception No. 2018152131](#).
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. Reservations and covenants as contained in Special Warranty deed recorded January 6, 2020 at [Reception No. 2020001800](#).
23. **[Intentionally deleted.]** Public Service Company of Colorado Easement recorded July 27, 2020 at [Reception No. 2020106936](#).
NOTE: The above exception will be deleted upon recordation of the Termination of Easement dated March 31, 2021, recorded May 3, 2021 at Reception No. 2021084774.

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



55 Madison Street, Suite 400
Denver, CO 80206

Date: March 31, 2023
File Number: 22000310686- Revision No. 4
Property: Southeast Corner of 56th Avenue and Tower Road, Denver, CO 80014

Please direct all Closing inquiries to:

Keith Allen
Phone: (303) 780-4039
Email Address: keith.allen@stewart.com

Please direct all Title inquiries to:

Chesney Horn
Phone: (303) 780-4006
Email Address: Chesney.Horn@stewart.com

SELLER:

Clayton Properties Group II, Inc., a Colorado corporation
Contact: Robert J. Sanderman
Contact: Bruce Rau
Contact: Brandon Wyszynski
Delivery Method: Emailed

BUYER:

Molior, Inc., a Colorado corporation
Contact: Rick Will
Contact: Jerri Carr
Contact: Christopher Burton
Delivery Method: Emailed

SELLER ATTORNEY:

Spencer Fane LLP
1700 Lincoln St., Ste. 2000
Denver, CO 80203
Contact: Charles P. Leder, Esq.
Email: cleder@spencerfane.com
Contact: Adam Veltri
Email: aveltri@spencerfane.com
Delivery Method: Emailed

BUYER ATTORNEY:

Messner Reeves LLP
1430 Wynkoop St., Ste. 300
Denver, CO 80202
Contact: David Reeves
Email: dreeves@messner.com
Contact: Valerie Bromley
Email: vbromley@messner.com
Delivery Method: Emailed

SURVEYOR:

CORE Consultants, Inc.
Contact: Justin Simpson
Email: jsimpson@liveyourcore.com
Delivery Method: Emailed

THIS REVISION OF THE TITLE COMMITMENT INCLUDES THE FOLLOWING CHANGES:

Schedule A - Updated the legal description per surveyor and updated the effective date.
Schedule B-I - None.
Schedule B-II - None.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment For Title Insurance (7-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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, this 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;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance (7-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number:
Commitment Number: 22000310686
Issuing Office File Number: 22000310686
Property Address: Southeast Corner of 56th Avenue and Tower Road, Denver, CO 80014
Revision Number: 4

1. **Commitment Date:** March 24, 2023 at 5:30 P.M.

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy - Extended	\$875,000.00

Proposed Insured: Molior, Inc., a Colorado corporation

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Clayton Properties Group II, Inc., a Colorado corporation

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
See Attached Statement of Charges


Authorized Countersignature

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, TOWER FARMS SUBDIVISION FILING NO. 1, RECORDED FEBRUARY 23, 2022 AT RECEPTION NO. 2022025118 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15 ASSUMED TO BEAR NORTH 89°26'46" EAST, A DISTANCE OF 662.46 FEET BETWEEN THE NORTHWEST CORNER OF SECTION 15, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP (ILLEGIBLE) 1.5' BELOW SURFACE IN A MONUMENT BOX PER MONUMENT RECORD FILED 7/11/2001 BY PLS 19003, AND THE WEST-WEST 1/64TH CORNER OF SECTION 15, BEING MONUMENTED BY A 2" ALUMINUM CAP STAMPED "AZTEC 2013 PLS 22561" 0.5' BELOW SURFACE IN A MONUMENT BOX PER MONUMENT RECORD FILED 5/31/2013 BY PLS 22561, WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO.

COMMENCING AT SAID 1/64TH CORNER;

THENCE SOUTH 75°45'24" WEST, A DISTANCE OF 338.04 FEET TO THE NORTHERLY LINE OF SAID LOT 1;

THENCE SOUTH 00°10'00" EAST, A DISTANCE OF 310.99 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°10'00" EAST, A DISTANCE OF 230.28 FEET TO THE NORTH RIGHT-OF-WAY OF E. MAXWELL PLACE AS SHOWN ON SAID SUBDIVISION PLAT;

THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. NORTH 86°21'09" WEST, A DISTANCE OF 22.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 120.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°48'51", AN ARC LENGTH OF 7.99 FEET;
3. SOUTH 89°50'00" WEST, A DISTANCE OF 11.45 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY AND ALONG THE EASTERLY AND NORTHERLY LINES OF TRACT A OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES:

1. NORTH 00°10'00" WEST, A DISTANCE OF 39.17 FEET TO THE BEGINNING OF **A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;**
2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **90°00'00"**, AN ARC LENGTH OF 31.42 FEET;
3. SOUTH 89°50'00" WEST, A DISTANCE OF 107.23 FEET TO THE BEGINNING OF **A TANGENT CURVE**

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File No. 22000310686

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET;

4. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF **90°00'00"**, AN ARC LENGTH OF 23.56 FEET;
5. NORTH 00°10'00" WEST, A DISTANCE OF 124.10 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 89°44'52" EAST, A DISTANCE OF 129.18 FEET;

THENCE NORTH 00°15'08" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 89°44'52" EAST, A DISTANCE OF 54.54 FEET TO THE POINT OF BEGINNING.
CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created:
Survey prepared by: Aztec Consultants, Inc.,
Under Job No.: 182222-02, dated: October 6, 2022.

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

Commercial Rate	
2021 ALTA Owner's Policy:	\$1,269.00
Owner's Extended Coverage:	\$65.00
ALTA 35.3-06:	\$255.00
ALTA 41.3-06:	\$127.00
Deletion of Arbitration:	N/C
Tax Certificate:	\$30.00
(Sch. # 00152-00-133-000):	

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 22000310686- Revision No. 4

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:
 - a. Duly authorized Special Warranty Deed from Clayton Properties Group II, Inc., a Colorado corporation, vesting fee simple title in Molior, Inc., a Colorado corporation.
NOTE: The Deed must include a notation of the legal address of the grantee.
NOTE: The Company must be furnished a certified copy of the corporate resolution authorizing the execution of the Deed.
NOTE: A [Real Property Transfer Declaration \(TD-1000\)](#) is required with each transfer in the State of Colorado.
NOTE: Statement of Authority for recorded December 16, 2021 at [Reception No. 2021229315](#), discloses the following persons as those authorized to transact business on behalf of said entity:
Patrick H. Hamill, as Vice President,
Robert J. Sanderman, as Assistant Secretary,
Scott Thorson, as Assistant Secretary,
Audrey Lam, as Assistant Secretary,
Donald Carpenter, as Assistant Secretary,
Bruce Rau, as Assistant Secretary. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.
6. Receipt by the Company of [Commercial Lien Affidavit](#), executed by Clayton Properties Group II, Inc., a Colorado corporation.
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.
NOTE: Affiant must affirm that no lease contains any option to purchase, right of first offer, or right of first refusal.
7. **[Intentionally deleted.]** (Receipt by the Company of the final version of the ALTA/NSPS Land Title Survey, dated October 25, 2022, currently provided in its preliminary format.)
8. Payment of taxes and assessments now due and payable.
9. Evidence satisfactory to the Company that all transfer fee and/or assessments for common expenses due under the Declaration of Covenants, Conditions and Restrictions (Tower Road Farms) recorded May 18, 2011 at [Reception No. 2011054700](#), referred to in Schedule B, Section 2 hereof, have been paid.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

10. Pursuant to Purchase Contract, Recordation of Declaration of Covenants, Conditions and Restrictions.
11. Pursuant to Purchase Contract, recordation of Cost Sharing Agreement for Shared Access Roadway.
12. **[Intentionally deleted.]** (Recordation of First Amendment to Easement Agreement recorded November 2, 2005 at [Reception No. 2005186553](#).)
13. Receipt by the Company of a Site Development Plan of the subject property.
NOTE: The above requirement is necessary in order to provide the proposed insured with the Land Under Development endorsements.
14. Receipt by the Company of sufficient [affidavit](#) executed by the Purchaser and Seller in this transaction, relating to CRS 30-28-101 (10) (b) and CRS 30-28-110 and accompanying statutes.

NOTE: Vesting Deed is recorded January 6, 2020 at [Reception No. 2020001800](#).

NOTE: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. § 39-22-604.5, by completing [Colorado DR 1083](#) (Nonresident Withholding).

NOTE: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review prior to closing.

NOTE: Please be advised that our search did not disclose any activity related to the cultivation, manufacture, distribution and/or sale of marijuana. If you should have knowledge of any of these activities, please contact the Title Department immediately for further review by senior underwriting prior to closing.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 22000310686- Amended No. 4

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for the calendar year of the closing and subsequent years, a lien not yet due or payable.
(NOTE: This will appear on the Owner's Policy, upon proof of payment.)
9. Civil Action No. 23390 recorded August 13, 1981 in [Book 2432 at Page 361](#) and [Book 2432 at Page 365](#).
10. Intergovernmental Agreement on Annexation and Boundaries recorded January 16, 1990 in [Book 3639 at Page 318](#). (Adams recording)
11. **[Intentionally deleted.]** (Case Number 83CV2484, Order for Exclusion of subject property from the First Creek Metropolitan District recorded July 16, 1996 at [Reception No. 9600097867](#).)
12. Ordinance 131, Series of 2000, for Zoning Change and Zoning Classification, recorded February 25, 2000 at [Reception No. 20000026679](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

13. Ordinance 133, Series of 2000, for Changing Zoning Classification, recorded February 25, 2000 at [Reception No. 20000026681](#).
14. **[Intentionally deleted.]** (Terms, conditions, provisions and obligations of Easement Agreement recorded November 2, 2005 at [Reception No. 2005186553](#).)
15. **[Intentionally deleted.]** (Permanent Easement recorded January 30, 2008 at [Reception No. 200812178](#).)
16. **[Intentionally deleted.]** (Permanent Easement recorded January 30, 2008 at [Reception No. 2008012179](#).)
17. Declaration of Covenants, Conditions and Restrictions (Tower Road Farms) recorded May 18, 2011 at [Reception No. 2011054700](#).
18. Notice of Transfer Fee (Tower Road Farms) recorded September 22, 2011 at [Reception No. 2011105695](#).
19. **[Intentionally deleted.]** (Permanent Easement for Trail recorded November 19, 2015 at [Reception No. 2015162388](#).)
20. **[Intentionally deleted.]** (Permanent Easement recorded January 7, 2016 at [Reception No. 2016002086](#) and re-recorded January 15, 2016 at [Reception No. 2016005665](#).)
21. Any tax, lien, fee or assessment by reason of inclusion of subject property in The Ebert Metropolitan District, as evidenced by instrument recorded April 29, 2009 at [Reception No. 2009052002](#).
NOTE: Case Number 1983CV5861, Order Granting Motion of Exclusion of subject property from the Ebert Metropolitan District recorded February 9, 2016 at [Reception No. 2016015332](#).
22. Reservation of minerals in Special Warranty deed recorded January 6, 2020 at [Reception No. 2020001800](#).
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
23. Agreement to Provide Parks Dedication recorded December 13, 2021 at [Reception No. 2021226923](#).
24. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Tower Farms Subdivision Filing No. 1, recorded February 22, 2022 at [Reception No. 2022025118](#).
NOTE: Resolution No. 20220140, CR22-0140, recorded December 22, 2022 at [Reception No. 2022024369](#).
25. Declaration of Covenants, Conditions and Restrictions, recorded _____ at Reception No. _____.
26. **[Intentionally deleted.]** (Existing leases and tenancies.
NOTE: Upon receipt by the Company of the Commercial Lien Affidavit, this exception may be modified or deleted.)
27. Cost Sharing Agreement recorded _____ at Reception No. _____.
28. Any loss or damage which may arise from a violation of any local subdivision ordinances.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: This exception will be removed upon being provided with, recordation of appropriate documentation showing that the herein described parcels are not in violation of local subdivision ordinances.

29. Any lien, or right of a lien, by claimants of any tier, for services, labor, material or equipment, heretofore or hereafter furnished to or for the benefit of, or contracted for or assumed by, Clayton Properties Group II, Inc., a Colorado corporation, or any affiliate, subsidiary, or agent of Clayton Properties Group II, Inc., a Colorado corporation, and imposed by law and not recorded in the Public Records.

NOTE: Exceptions 1 and 4 may be deleted from the policy, provided the seller and buyer execute the Company's affidavit, as required herein, and the Company approves such deletions. Exceptions 2 and 3 may be deleted from the policy, provided the Company receives and approves the survey or survey affidavit required herein. Exception 5 will not appear on the policy, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

Exceptions 2 and 3 are hereby deleted.

Survey provided: ALTA/NSPS Land Title Survey, prepared by Aztec Consultants, Inc., dated October 25, 2022, and last revised December 21, 2022, under [Job No. 182222-02](#).

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Keith Allen
Commercial Escrow Officer

Stewart Title Guaranty Company -
Commercial Services
55 Madison Street, Suite 400
Denver, CO 80206
(303) 780-4039 Phone
Fax
keith.allen@stewart.com

MINERAL DISCLOSURE

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Stewart Title Guaranty Company - Commercial Services

FUNDS DISCLOSURE

The title company, Stewart Title Guaranty Company - Commercial Services in its capacity as escrow agent, has been authorized to receive funds and disburse them when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds are deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.

The title company is disclosing to you that the financial institution may provide the title company with computer accounting or auditing services, or other bank services, either directly or through a separate entity which may or may not be affiliated with the title company. This separate entity may charge the financial institution reasonable and proper compensation for these services and retain any profits there from.

The title company may also receive benefits from the financial institution in the form of advantageous interest rates on loans, sometimes referred to as preferred rate loan programs, relating to loans the title company has with the financial institution. The title company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. In the event that the parties to this transaction have agreed to have interest on earnest money deposit transferred to a fund established for the purpose of providing affordable housing to Colorado residents, then the earnest money shall remain in an account designated for such purpose, and the interest money shall be delivered to the title company at closing.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056