

NCS No. GLW1800131  
Local No. 100-N0017809-010-TO2  
Issued Date 05/31/2018  
Version No. 1



**Fidelity National Title**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

1. The effective date of this Commitment is December 06, 2018 at 7:00 A.M.
2. The proposed form of policy (or policies) to be issued is:  
  
ALTA Owner's (REV. 06/17/06)  
ALTA Loan (REV. 06/17/06)
3. The proposed insured value of the policy (or policies) to be issued is:  
Owner's: \$100,000.00, To Be Determined  
Loan: N/A
4. The proposed insured for the policy (or policies) is:  
  
Owner's: R.L.R. Investments, LLC, an Ohio limited liability company  
Or its Assignee, To Be Determined  
Loan: N/A
5. The estate or interest in the land described or referred to in the Commitment and covered herein is:  
  
A Fee Simple
6. Title to said estate or interest at the date hereof is vested in:  
  
[R.L.R. Investments, LLC, an Ohio limited liability company](#)
7. The land referred to in this Commitment is described on Exhibit A attached hereto.

For questions regarding this Commitment, please contact:  
Fidelity National Title Insurance Company  
Steven Elder  
4111 Executive Parkway, Suite 304  
Westerville, OH 43081  
Direct: 614-818-4816 Office: 614-865-1562  
[Steven.Elder@fnf.com](mailto:Steven.Elder@fnf.com)

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Parcel A:

Lot 1, Block 1, Frank T. Ferris Subdivision Filing No. 3, County of Adams, State of Colorado.

Parcel B:

Lot 2, Block 1, Frank T. Ferris Subdivision Filing No. 3, County of Adams, State of Colorado.

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## **SCHEDULE B – SECTION 1 REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

NOTE: Fidelity wiring instructions for this file can be accessed by [CLICKING HERE](#).

END OF SCHEDULE B – SECTION 1 REQUIREMENTS

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## **SCHEDULE B – SECTION 2**

### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, 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 Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. [All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes]

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Frank T. Ferris Subdivision Filing No. 1:

Recording Date: April 19, 1976  
Recording No.: [Reception No. 20775](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Covenant as set forth below:

Recording Date: April 19, 1976  
Recording No.: [Book 2057 Page 818](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

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Granted to: Public Service Company of Colorado  
Purpose: Utility Easement  
Recording Date: January 7, 1986  
Recording No.: [Book 3096 Page 197](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Aurora, Colorado  
Purpose: Slope Easement  
Recording Date: October 26, 1987  
Recording No.: [Book 3382 Page 106](#)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Gateway #1 Ltd., a Colorado limited partnership  
Purpose: Drainage Easement  
Recording Date: December 28, 1989  
Recording No.: [Book 3634 Page 110](#)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado  
Purpose: Utility Easement  
Recording Date: August 8, 1990  
Recording No.: [Book 3700 Page 46](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Aurora, Colorado  
Purpose: Arboricultural Easement  
Recording Date: March 19, 1991  
Recording No.: [Book 3759 Page 565](#)

16. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Frank T. Ferris Subdivision Filing No. 3:

Recording Date: March 9, 2006  
Recording No.: [Reception No. 20060309000242930](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Site Plan Approval R & L Carriers Site Plan with Conditional Use for Motor Freight in M-1 Zone as set forth below:

Recording Date: March 9, 2006  
Recording No.: [Reception No. 20060309000242940](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Revocable License as set forth below:

Recording Date: March 20, 2006  
Recording No.: [Reception No. 20060320000278840](#)

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19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado  
Purpose: Utility Lines and Fixtures  
Recording Date: July 18, 2006  
Recording No.: [Reception No. 20060718000719440](#)

20. A deed of trust to secure an indebtedness in the amount shown below:

Amount: \$83,171,407.50  
Trustor/Grantor: R.L.R. Investments, LLC, an Ohio limited liability company  
Trustee: Public Trustee of Adams County  
Beneficiary: The Provident Bank  
Dated Date: June 26, 2002  
Recording Date: July 2, 2002  
Recording No.: [Reception No. C0990766](#)

Assignment of Leases, Rents, Contracts, Income and Proceeds:  
Recording Date: July 2, 2002  
Recording No.: [Reception No. C0990767](#)

Assignment:  
Recording Date: September 23, 2004  
Recording No.: [Reception No. 20040923000937470](#)

Amendment to Deed of Trust to Public Trustee, Security Agreement and Assignment of Rents, Income and Proceeds:  
Recording Date: September 23, 2004  
Recording No.: [Reception No. 20040923000937480](#)

Second Amendment to Deed of Trust to Public Trustee, Security Agreement and Assignment of Rents, Income and Proceeds:  
Recording Date: May 24, 2007  
Recording No.: [Reception No. 2007000051132BU](#)

Third Amendment to Deed of Trust with Security Agreement, Assignment of Rents and Fixture Filing:  
Recording Date: September 18, 2018  
Recording No.: [Reception No. 2018000075792](#)

21. A financing statement as follows:

Debtor: R.L.R. Investments, LLC, an Ohio limited liability company  
Secured Party: The Provident Bank  
Recording Date: September 21, 2004  
Recording No.: [Reception No. 20040921000924450](#)

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UCC Financing Statement Amendment:

Recording Date: September 23, 2004

Recording No.: [Reception No. 20040923000937490](#)

END OF SCHEDULE B – SECTION 2 EXCEPTIONS

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## CONDITIONS

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

END