



LAND TITLE GUARANTEE COMPANY

Date: January 23, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at CU BOULDER SOUTH, Boulder, CO 80302.

If you have any inquiries or require further assistance, please contact THOMAS DAY at (720) 565-6203 or tday@ltgc.com

Chain of Title Documents:

[Boulder county recorded 10/25/1996 under reception no. 1653201](#)

[Boulder county recorded 10/25/1996 under reception no. 1653202](#)

[Boulder county recorded 10/25/1996 under reception no. 1653203](#)

[Boulder county recorded 10/25/1996 under reception no. 1653205](#)

[Boulder county recorded 10/25/1996 under reception no. 1653206](#)

[Boulder county recorded 10/25/1996 under reception no. 1653207](#)

[Boulder county recorded 10/25/1996 under reception no. 1653208](#)

[Boulder county recorded 10/25/1996 under reception no. 1653209](#)

[Boulder county recorded 10/25/1996 under reception no. 1653210](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim

which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

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 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-850-4168



President



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



Mark Bilbrey
President



Rande Yeager
Secretary

**Land Title Guarantee Company Representing
Old Republic National Title Insurance Company**

PROPERTY INFORMATION BINDER

Order Number: RND70608175

Policy No.: PIB70608175.1003139

Liability: \$50,000.00

Fee: \$10,000.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

UNIVERSITY OF COLORADO BOULDER, [SA

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

January 17, 2019 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

UNIVERSITY OF COLORADO BOULDER

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A Fee Simple AS TO PARCEL A AND AN EASEMENT INTEREST AS TO PARCELS B, C AND D

3. The Land referred to in this Binder is described as follows:

PARCEL A:

A PARCEL OF LAND IN SECTIONS 9 AND 16 OF TOWNSHIP ONE SOUTH OF RANGE SEVENTY WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., WHENCE THE SOUTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89° 25'00" EAST, 1330 FEET, SAID POINT BEING ON THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287026;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287026, THE FOLLOWING THREE COURSES:
THENCE SOUTH 53° 57'00" WEST, 439.99 FEET;
THENCE SOUTH 20° 10'00" WEST, 530.00 FEET;
THENCE SOUTH 00° 01'52" EAST, ALONG A LINE PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4

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OF THE NORTHEAST 1/4 OF SAID SECTION 16, 577.97 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4;
THENCE SOUTH 89°55'15" WEST, ALONG SAID SOUTH LINE, 752.64 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4;
THENCE NORTH 00°01'52" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, 1322.13 FEET TO THE 1/4 CORNER COMMON TO SAID SECTIONS 9 AND 16;
THENCE NORTH 89°36'36" WEST, ALONG THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, 1340.57 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4;
THENCE NORTH 00°05'17" EAST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, 2631.36 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4;
THENCE NORTH 89°46'26" EAST, ALONG THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, 213.64 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 1287 AT PAGE 5 OF THE SAID BOULDER COUNTY RECORDS, FROM WHICH POINT THE CENTER 1/4 CORNER OF SAID SECTION 9 BEARS NORTH 89°46'25" EAST, 1120.70 FEET;
THENCE NORTH 00°16'56" EAST, ALONG THE WEST LINE OF SAID PARCEL, 1489.55 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 953 AT PAGE 413 BEARS NORTH 00°16'56" EAST, 41.50 FEET;
THEN FOLLOWING THE SOUTHERLY AND EASTERLY LINES OF THE PARCEL OF LAND DESCRIBED ON FILM 1023 AS RECEPTION NO. 294102 FOR THE FOLLOWING FIVE COURSES:
THENCE NORTH 89°36'37" EAST, 0.48 FEET TO A POINT OF CURVATURE TO THE LEFT;
THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, 338.55 FEET TO A POINT OF TANGENCY, SAID ARC OF CURVE HAVING A RADIUS OF 402.73 FEET, AN INTERIOR ANGLE OF 48°09'54" AND A CHORD BEARING NORTH 65°31'42" EAST, 328.67 FEET;
THENCE NORTH 41°26'43" EAST, 79.42 FEET TO A POINT ON A NON-TANGENT CURVE;
THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE CONCAVE NORTHEASTERLY, 622.66 FEET TO A POINT OF TANGENCY, SAID ARC OF CURVE HAVING A RADIUS OF 1152.56 FEET, AN INTERIOR ANGLE OF 30°57'14" AND A CHORD BEARING NORTH 33°04'38" WEST, 615.12 FEET;
THENCE NORTH 17°36'22" WEST, 42.98 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED PARCEL DESCRIBED IN BOOK 953 AT PAGE 413;
THEN FOLLOWING THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1023 AS RECEPTION NO. 294101 FOR THE FOLLOWING ONE COURSE:
THENCE CONTINUING NORTH 17°36'22" WEST, 321.87 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 804 AS RECEPTION NO. 051988;
THENCE NORTH 89°36'30" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED ON FILM 804 AS RECEPTION NO. 051988, 98.72 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED PARCEL DESCRIBED IN BOOK 953 AT PAGE 413;
THENCE NORTH 00°15'30" EAST, ALONG SAID EAST PARCEL LINE, 41.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 1287 AT PAGE 5, A POINT ON THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 880 AT PAGE 92;
THEN FOLLOWING THE SOUTH LINES OF THE PARCEL OF LAND DESCRIBED IN BOOK 880 AT PAGE 92 FOR THE FOLLOWING THREE COURSES:
THENCE NORTH 89°36'30" EAST, 476.96 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF THE SAID PARCEL OF LAND DESCRIBED IN BOOK 880 AT PAGE 92;
THENCE SOUTH 80°40'06" EAST, 118.04 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 880 AT PAGE 92;
THENCE SOUTH 58°57'21" EAST, 265.94 FEET TO THE MOST NORTHERN POINT OF THE PARCEL OF LAND DESCRIBED ON FILM 763 AS RECEPTION NO. 010051;
THEN FOLLOWING THE WESTERLY AND SOUTHERLY LINES OF SAID PARCEL OF LAND DESCRIBED ON FILM 763 AS RECEPTION NO. 010051 FOR THE FOLLOWING SIX COURSES:
THENCE SOUTH 02°34'39" WEST, 153.50 FEET;

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THENCE SOUTH 21° 21'36" EAST, 169.90 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 673.00 FEET, A DISTANCE OF 610.74 FEET (THE CHORD OF THIS ARC BEARS SOUTH 46° 41'21" EAST, 590.00 FEET);
THENCE NORTH 88° 40'54" EAST, 324.50 FEET;
THENCE SOUTH 87° 41'21" EAST, 81.60 FEET;
THENCE SOUTH 84° 49'06" EAST, 164.21 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NOS. 287022 AND 287025;
THENCE SOUTH 00° 45'27" EAST, ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NOS. 287022 AND 287025, 329.40 FEET TO THE EAST LINE OF THAT TRACT OF LAND RECORDED ON FILM 602 AS RECEPTION NO. 846200;
THENCE SOUTH 00° 21'10" EAST, CONTINUING ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NOS. 287022 AND 287025, 59.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9;
THENCE ALONG THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287025, THE FOLLOWING 6 COURSES:
THENCE SOUTH 00° 06'17" EAST, 1110.00 FEET;
THENCE SOUTH 33° 06'00" EAST, 180.00 FEET;
THENCE SOUTH 69° 12'08" EAST, 143.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9, WHENCE THE EAST 1/4 CORNER OF SAID SECTION 9 BEARS NORTH 89° 44'39" EAST, 1636.25 FEET;
THENCE NORTH 89° 44'39" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 728.83 FEET;
THENCE SOUTH 43° 34'47" EAST, 340.44 FEET;
THENCE SOUTH 10° 34'47" EAST, 400.00 FEET;
THENCE SOUTH 12° 15'08" WEST, ALONG THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287025 AND THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287026, 1349.94 FEET;
THENCE ALONG THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED ON FILM 1017 AS RECEPTION NO. 287026, THE FOLLOWING 2 COURSES:
THENCE SOUTH 24° 55'00" WEST, 500.00 FEET;
THENCE SOUTH 47° 55'00" WEST, 340.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN AN EARTHEN DITCH, OR A PIPE OR OTHER UNDERGROUND STRUCTURE FOR THE TRANSMISSION OF WATER, AND ASSOCIATED DIVERSION AND DISCHARGE STRUCTURES, INLETS AND OUTLETS AS SET FORTH AND FURTHER DESCRIBED IN GRANT OF AN EASEMENT RECORDED JULY 5, 1978 UNDER RECEPTION NO. 287019.

PARCEL C:

AN EASEMENT FOR THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN AN EARTHEN DITCH, OR A PIPE OR OTHER UNDERGROUND STRUCTURE FOR THE TRANSMISSION OF WATER, AND ASSOCIATED DIVERSION AND DISCHARGE STRUCTURES, INLETS AND OUTLETS AS SET FORTH AND FURTHER DESCRIBED IN GRANT OF AN EASEMENT RECORDED JULY 5, 1978 UNDER RECEPTION NO. 287021.

PARCEL D:

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A NON-EXCLUSIVE EASEMENT FOR WATER LINE PURPOSES AS SET FORTH AND FURTHER DESCRIBED IN GRANT OF AN EASEMENT RECORDED APRIL 10, 1995 UNDER RECEPTION NO. 1509209 AND CORRECTED GRANT OF AN EASEMENT RECORDED JUNE 28, 1996 UNDER RECEPTION NO. 1621118.

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. ANY RIGHTS, INTEREST OR EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATE OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF SOUTH BOULDER CREEK.

(AFFECTS PARCELS B AND C)

3. EASEMENT AND RIGHT OF WAY FOR THE VIELE CREEK DITCH AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD.
4. EASEMENT AND RIGHT OF WAY FOR THE SOUTH BOULDER AND BEAR CREEK DITCH AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD.
5. EASEMENT AND RIGHT OF WAY FOR THE UPPER BEAR CREEK DITCH AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD.
6. EASEMENT AND RIGHT OF WAY FOR THE DRY CREEK DITCH NO. 2 AS SHOWN ON THE BOULDER ASSESSOR'S MAPS OF RECORD.
7. EASEMENT AND RIGHT OF WAY FOR A DITCH AS GRANTED TO JAMES S. DOGGETT, ET AL BY TIMOTHY SHANAHAN IN DEED RECORDED NOVEMBER 7, 1871 IN BOOK N AT PAGE [461](#).
8. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED AUGUST 01, 1894 IN BOOK 167 AT PAGE [11](#).

(AFFECTS NW 1/4 SECTION 9)

9. ANY COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND HEREIN DESCRIBED AND FOR A RIGHT OF WAY AND SUCH GROUNDS AS SHALL BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED ON SAID PREMISES AND FOR THE TRANSPORTATION OF THE COAL FROM SAID PREMISES AS RESERVED BY UNION PACIFIC RAILROAD CO. AND UNION PACIFIC RAILWAY CO. IN DECREE RECORDED NOVEMBER 27, 1909 IN BOOK 331 AT PAGE [541](#).

UNDIVIDED 2 1/2 PERCENT INTEREST IN ALL OIL AND GAS AND ALL RIGHTS THEREUNDER AS CONVEYED IN DEED RECORDED MARCH 3, 1927 IN BOOK 546 AT PAGE [133](#).

SAID COAL RIGHTS WERE CONVEYED TO UNION PACIFIC LAND RESOURCES CORPORATION BY DEED RECORDED APRIL 14, 1971 UNDER RECEPTION NO. 972843.

RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 24, 1998 UNDER RECEPTION NO. [1874271](#).

REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED MAY 17, 2002 UNDER RECEPTION NO. [2288500](#).

(AFFECTS NW 1/4 NE 1/4 SECTION 9)

10. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MAY 19, 1919 IN

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BOOK 369 AT PAGE [69](#).

11. RESERVATIONS AS CONTAINED IN DEED RECORDED AUGUST 23, 1946 IN BOOK 788 AT PAGE [494](#).

(AFFECTS PARCEL D)

12. RIGHT TO DENY OR RESTRICT EACH AND EVERY RIGHT OF ACCESS TO AND FROM THE LAND INSURED HEREIN, DIRECTLY ONTO ABUTTING STREET OR HIGHWAY DESIGNATED AS DENVER-BOULDER TURNPIKE, BY REASON OF GRANT OR RELINQUISHMENT OF SAID ACCESS RIGHTS TO THE STATE HIGHWAY DEPARTMENT OF THE STATE OF COLORADO RECORDED JANUARY 5, 1951 IN BOOK 880 AT PAGE [94](#).

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED NOVEMBER 05, 1953 IN BOOK 939 AT PAGE [547](#).

14. EASEMENT AND RIGHT OF WAY FOR THE CARL C. DEEPE DITCH RECORDED JULY 16, 1954 IN DITCH PLAT BOOK G AT PAGE [83](#)

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT AND RIGHT-OF-WAY RECORDED SEPTEMBER 02, 1966 UNDER RECEPTION NO. [825874](#).

(AFFECTS PARCEL C)

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT AND RIGHT-OF-WAY RECORDED OCTOBER 17, 1966 UNDER RECEPTION NO. [830678](#).

(AFFECTS PARCEL C)

17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED JUNE 01, 1967 UNDER RECEPTION NO. [848511](#).

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS FOR A RIGHT OF WAY FOR ROAD PURPOSES AS SET FORTH AND GRANTED IN DEED RECORDED DECEMBER 06, 1967 UNDER RECEPTION NO. [865840](#) AND AMENDMENT AND CLARIFICATION OF EASEMENT RECORDED APRIL 16, 1970 UNDER RECEPTION NO. [940913](#) .

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT AND RIGHT-OF-WAY RECORDED JULY 15, 1970 UNDER RECEPTION NO. [948663](#).

20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED MAY 13, 1971 UNDER RECEPTION NO. [975703](#).

21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED JANUARY 21, 1977 UNDER RECEPTION NO. [207943](#).

22. RIGHT TO DENY OR RESTRICT EACH AND EVERY RIGHT OF ACCESS TO AND FROM THE LAND INSURED HEREBY, DIRECTLY ONTO ABUTTING STREET OR HIGHWAY DESIGNATED AS EAST BOULDER BYPASS, BY REASON OF GRANT OR RELINQUISHMENT OF SAID ACCESS RIGHT BY RULE AND ORDER RECORDED MARCH 08, 1972 AT RECEPTION NO. [10051](#).

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT FOR EXCHANGE OF PROPERTY AND FOR CONSTRUCTION OF A ROAD AND POND RECORDED JULY 18, 1975 UNDER RECEPTION NO. [144995](#).

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24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT FOR SANITARY SEWER LINE RECORDED JANUARY 26, 1977 UNDER RECEPTION NO. [208603](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF AN EASEMENT RECORDED JULY 05, 1978 UNDER RECEPTION NO. [287019](#).

(AFFECTS PARCEL B)

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF AN EASEMENT RECORDED JULY 05, 1978 UNDER RECEPTION NO. [287021](#).

(AFFECTS PARCEL C)

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS RECORDED AUGUST 20, 1980 UNDER RECEPTION NO. [408835](#).

(AFFECTS SE 1/4 NW 1/4 SECTION 9)

28. THE EFFECT OF NOTICE OF UNDERGROUND FACILITIES OF UNION RURAL ELECTRIC ASSOCIATION RECORDED OCTOBER 15, 1981, UNDER RECEPTION NO. [468375](#).

29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS RECORDED SEPTEMBER 06, 1984 UNDER RECEPTION NO. [644659](#).

(AFFECTS E 1/2 SECTION 9)

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING SAND AND GRAVEL MINING AND AUGMENTATION PLAN PERTAINING THERETO RECORDED JUNE 27, 1986 UNDER RECEPTION NO. [769574](#).

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AUGMENTATION AGREEMENT FOR SAND AND GRAVEL MINING RECORDED DECEMBER 22, 1988 UNDER RECEPTION NO. [959133](#).

(AFFECTS PARCEL D)

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED MARCH 01, 1990 UNDER RECEPTION NO. [1030538](#).

(AFFECTS PARCEL D)

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 09, 1991 UNDER RECEPTION NOS. [1128767](#) AND [1128768](#).

(AFFECTS PARCEL D)

34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF AN EASEMENT RECORDED APRIL 10, 1995 UNDER RECEPTION NO. [1509209](#) AND CORRECTED GRANT OF AN EASEMENT RECORDED JUNE 28, 1996 UNDER RECEPTION NO. [1621118](#).

(AFFECTS PARCEL D)

35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN REVOCABLE LICENSE RECORDED JANUARY 05, 1998 UNDER RECEPTION NO. [1760023](#).

**Land Title Guarantee Company Representing
Old Republic National Title Insurance Company**

PROPERTY INFORMATION BINDER

Order Number: RND70608175

Policy No.: PIB70608175.1003139

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED JANUARY 14, 2011 UNDER RECEPTION NO. [03127123](#).
37. ANY LOSS, DAMAGE, CLAIM OR INTEREST DUE TO THE FACT THAT THE BOULDER COUNTY ASSESSOR'S MAPS FOR ACCOUNT NUMBERS R0035377 AND R0035490 INCLUDE MORE PROPERTY THAN THE SUBJECT PROPERTY HEREIN.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.



INVOICE

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

UNIVERSITY OF COLORADO BOULDER
UNIVERSITY OF COLORADO BOULDER
1540 30TH ST RL2 ROOM 106
None
BOULDER, CO 80309

Reference

Your Reference Number:
Our Order Number: 70608175
Our Customer Number: 78062
Invoice Requested by: UNIVERSITY OF COLORADO
BOULDER
Invoice (Process) Date: January 28, 2019
Transaction Invoiced By: Tom Day
Email Address: tday@ltgc.com

Invoice Number: 70608175

Date: January 28, 2019

Order Number: 70608175

Property Address: CU BOULDER SOUTH Boulder 80302

Parties: University Of Colorado Boulder

Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$10,000.00
Total Invoice Amount:	\$10,000.00
Current Balance Due:	\$10,000.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number 70608175** on your Payment