



## Re-submittal Form

Case Name/ Number: \_\_\_\_\_

Case Manager: \_\_\_\_\_

### Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: \_\_\_\_\_

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

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

The cover letter must include the following information:

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

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: ~~Engineering; Addressing; Building Safety;~~ Planner; Right-of-Way;

~~Neighborhood Services; Environmental; Parks;~~ Attorney; Finance; Plan Coordination

**Two applications needed:**

**Waiver from Subdivision Design - will go with this case to be made into a PRC case**

**PUD Minor Amendment - will be entered separately as a standalone PUD case**



June 9, 2025  
Community & Economic Development Department  
Adams County  
4430 S. Adams County Pkwy., 1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

**RE: Rocky Mountain Rail Park – Lot 11A  
PLT2025-00021 – Comment Responses**

Adams County Community and Economic Development Department,

Rail Land Company LLC (RLC) has received Adams County's comments regarding Project PLT2025-00021. Comments requiring responses can be found bulleted below, with RLC's responses in red.

- PLN01: A PUD Minor Amendment is needed to update the final development plan. The minor amendment will need to be processed prior to the subdivision replat being scheduled for hearings. You need to update the minimum lot sizes for the associated property, and look for other changes that may be affected by this application.  
**Acknowledged. RLC has submitted a PUD Minor Amendment to Adams County E-Permit Center. The Case No. is, PUD2025-00008.**
- PLN02: Signature blocks are needed to be on the subdivision replat, aps to allow for for Planning Commission and Attorney signatures.  
**Acknowledged. Signature blocks will be added per comments.**
- PLN05: The new lots do not have access to a public street and therefore do not conform to Subdivision Design Standards. If these lots are to be accessed by a private street, then an application for Wavier from Subdivision Design Standards shall be filed to allow for lots served by the private roadway. Fire Department must approve the private internal road. An agreement will also need to be in place between lots for access and maintenance.  
**RLC will submit a Wavier. The Wavier Application and Submittal items can be found within this resubmittal package.**
- PLN07: A Change in Use permit will be required to establish any future use on each lot. Please do not file these applications until after the subdivision replat is approved.  
**Acknowledged.**



- PLN08: At the time of this comment, staff has not received confirmation on the water supply from the Colorado Division of Water Resources.  
**RLC has provided confirmation and excerpts. These can be found at the end of this resubmittal package.**
- ROW1: A title commitment dated within 30 days of this submittal must be provided. Hyperlinks or an abstract must be included.  
**RLC has provided an updated title commitment within this resubmittal package.**
- ROW3: No colored ink on plats as Mylar does not reproduce well and mylars will be required.  
**Acknowledged.**
- ROW4: A Planned Unit Development document is considered a zoning document, not a subdivision map in Adams County. Thus, a replat of Lot 11 of the Rocky Mountain Rail Park Filing No. 1 (RMRPF1) will be required.  
**Title of replat will be updated per comments.**
- ROW5: Revise the subdivision title and subtitle to the following: “ROCKY MOUNTAIN RAIL PARK FILING NO. 1 – AMENDMENT NO. 1”.  
**Title of replat will be updated per comments.**
- ROW6: Place the case number in the upper right corner on both sheets: PLT2025-00021.  
**Acknowledged. Case number will be applied.**
- ROW7: Revise the legal description within the Dedication and Ownership Statement to reflect the replatting of Lot 11, Rocky Mountain Rail Park Filing No. 1, along with the correct area.  
**Lot 11 was subdivided in accordance with CRS § 30-28-101 et. seq. The Land Survey Plat is recorded at 2021-019 on 1/8/2021 and at Land Survey Plat, Book 1, page 5570. Filing No. 1, Amendment 1. Lot 11 was subdivided into two conforming parcels, 11A and 11B. This plat only reflects a replat of 11A. The legal description will reflect 11A.**
- ROW8: Revise the dedication statement with the following:  
Revise Three to Four  
Revise PLANNED UNIT DEVELOPMENT TO FILING NO. 1 –  
**This replat is only for Lot 11A and there will only be Three (3) resulting subdivided lots. Lot 11B will be reflected per plat. See updated highlighted comments.**
- ROW9: Remove the last sentence in the Dedication and Ownership Statement.  
**Acknowledged. The sentence will be removed.**



- ROW10: There are two RMRP Metropolitan District Approval blocks. Move the block on the right side of Sheet 1 to the lower left side.  
**Acknowledged. The block will be moved.**
- ROW11: Include the approval blocks for the Planning Commission and the County Attorney.  
**Acknowledged. Approval blocks will be added.**
- ROW12: Revise Not 10 to include “1-3” after the word LOTS.  
**Acknowledged. Revision will be made.**
- ROW13: Adams County no longer files its plats by File and Map. Remove the File No., Map No., and Reception No. blocks near the company logo block.  
**Acknowledged. Revision will be made.**
- ROW14: Show the remainder of portion of Lot 11 of RMRPPF1 and show it as Lot 4 on Sheet 2.  
**This replat is only for Lot 11A. The adjacent ownership and Land Survey Plat recording information will be referenced on the document. See updated highlighted comments.**
- ROW15: Revise the total area shown on Sheet 2 to the platted area of Lot 11.  
**The total area will be for Lot 11A. The area of Lot 11B will also be included. See updated highlighted comments.**
- ENV1: The applicant provided a will serve letter from 2025; however, the water supply information (“Water Availability Letter”) dated 2021 was not provided. The Colorado Division of Water Resources (DWR), the state agency that regulates well permitting, may provide comments that the applicant will need to address.
  - **RLC has provided confirmation and excerpts. These can be found at the end of this resubmittal package.**
- Attorney Review Comment 1: Plat revisions to comply with County Requirements (e.g., Planning Commission and County Attorney’s Office signature blocks must be added). ROW will identify the required revisions more fully.  
**Acknowledged. ROW comments with RLC’s responses can be found in the comments above.**



- Colorado Division of Water Resources Comment:  
Exhibits satisfying CDWR's comment are included at the end of this re-submittal package.

*Sincerely,*

*Tyler Higdon  
Project Engineer  
Rail Land Company LLC*

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# WAIVER FROM SUBDIVISION DESIGN STANDARDS

The purpose of this application is to request a waiver from subdivision design and improvement standards (found within Chapter 5 of the Development Standards & Regulations). A waiver is required to obtain a release from the requirements of subdivision design by resolution of the Board of County Commissioners in accordance with the terms set forth in these standards and regulations. **This application typically accompanies an ongoing subdivision application.**

All applications shall be submitted electronically to [epermitcenter@adcogov.org](mailto:epermitcenter@adcogov.org). If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <https://permits.adcogov.org/CitizenAccess/>.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on pages 2-3.

Development Application Form Exhibit A

An active application for subdivision plat Exhibit B

Written Explanation of Alternative Design: A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site. Exhibit C

Site Plan or Details Showing Proposed Design Exhibit D

Fees Due When Application Deemed Complete	
Waiver from Subdivision Design	\$500



**Application Type:** Waiver from Subdivision Design Standards

**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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**OWNER**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

---

**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:  Date:

Owner's Printed Name

Name:

Owner's Signature



**Exhibit A**

**DEVELOPMENT APPLICATION FORM**

**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

---

**OWNER**

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

---

**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

---

**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above-described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



## Community & Economic Development Department

Case Number PLT2025-00021 as of 6/6/2025

4430 South Adams County Parkway, Suite W2000A  
Brighton CO 80601-8216 (720) 523-6800

**Exhibit B**

### Case Information

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Case Name: Rocky Mountain Rail Park, Replat of Lot 11A  
Received: 04/22/2025  
Location: 2575 PETERSON RD  
Parcel(s): 0181726402007  
Description: Subdivision Replat to create three lots from a single previously approved lot..

### CASE ASSIGNMENT

Case Manager Greg Barnes  
Primary Engineer EMMENM  
New BOCC WF Yes

### HEALTH\_DEPT\_REVIEW

ACHD Review Required No

### PC & BOCC DATES

Counter Date 04/21/2025  
Review Due Date 6/16/2025  
Coordination Due Date 6/25/2025  
Referral Notice Date 6/4/2025

### SUBDIVISION

Type of Permit Subdivision Replat  
Existing Zoning P-U-D  
Existing Use Commercial  
Proposed Use Commercial  
Additional Lots 3  
Application Fee 1300  
Lots 3  
Pre App Yes  
Approved By BoCC

### Workflow Information

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<b>Task Name</b>	<b>Task Status</b>	<b>Date</b>
Application Intake	Complete	04/23/2025
Plan Distribution	Complete	04/24/2025
External and Agency Referrals	Build Referral List	04/25/2025
External and Agency Referrals	Complete	04/25/2025
Neighborhood Services Review	Complete	05/01/2025
There are no OPEN violation cases at this location at this time. NO COMMENT.		
External Mailings	Complete	05/07/2025
Attorney Review	Comment	05/15/2025
1. Plat needs revisions to comply with County requirements (e.g., Planning Commission and County Attorney's Office signature blocks must be added). ROW will identify the required revisions more fully.		
Attorney Review	Resubmittal Required	05/15/2025
Development Engineering Review	Complete	05/19/2025
ENG1: The design and construction of public and drainage infrastructure for these parcels was done with development of the property to the South (Case PRC2019-00012, EGR2019-00044). There are no engineering concerns with the subdivision of this property.		
Environmental Analyst Review	Complete	05/22/2025
ENV1. The applicant provided a will serve letter from 2025; however, the water supply information ("Water Availability Letter") dated 2021 was not provided. The Colorado Division of Water Resources (DWR), the state agency that regulates well permitting, may provide comments that the applicant will need to address.		
The following comments apply to the airport and are provided for applicant information:		
ENV2. Due to the proximity to the airport, the subject parcel is covered by the Airport Influence Zone (AIZ), which restricts certain residential and commercial developments. See Adams County Development Standards and Regulations (ACDSR) Section 3-38 for more information. The applicant should coordinate with the airport and the FAA regarding the proposed project and provide this information for Adams County review with subsequent permit application (s).		
ENV3. The subject parcel is within the Front Range Restriction Area Two, which prohibits the construction of residences. Refer to ACDSR Section 3-38-05 for details.		
ENV4. Due to the proximity of the subject parcel to Front Range Airport, it is covered by the Airport Noise Overlay (ANO). The portions of the commercial or industrial structures devoted to office uses, or occupied by members of the public, must incorporate noise level reduction measures sufficient to achieve an interior noise level of 45 dB on the A-weighted scale. Assurance that these measures have been incorporated into the structure is illustrated by submission of noise reduction plans certified by a registered professional engineer at the time of application for a building permit, and implemented prior to issuance of a Certificate of Occupancy. Please see ACDSR Section 3-39 for more information.		
ENV5. In accordance with the ANO, a signed "Aircraft Activity Covenant with Disclosure" must be filed prior to issuance of a building permit.		
ROW Review	Resubmittal Required	05/22/2025

ROW1: A title commitment dated within 30 days of this submittal must be provided. Hyperlinks or an abstract must be included.

ROW2: Any storm water drainage facilities, as required by the engineering review, will require the conveyance of a drainage easement. It must be owned and maintained by the owner or owners association.

ROW3: No colored ink on plats as Mylar does not reproduce well and mylars will be required.

ROW4: A Planned Unit Development document is considered a zoning document, not a subdivision map in Adams County. Thus, a replat of Lot 11 of the Rocky Mountain Rail Park Filing No. 1 (RMPPF1) will be required.

ROW5: Revise the subdivision title and subtitle to the following: "ROCKY MOUNTAIN RAIL PARK FILING NO. 1 - AMENDMENT NO. 1"

"A Replat of Lot 11, Rocky Mountain Rail Park Filing No. 1, ...." Mark this revision to Sheets 1 & 2.

ROW6: Place the case number in the upper right corner on both sheets: PLT2025-00021.

ROW7: Revise the legal description within the Dedication and Ownership Statement to reflect the replatting of Lot 11, Rocky Mountain Rail Park Filing No. 1, along with the correct area.

ROW8: Revise the dedication statement with the following:

Revise THREE to FOUR

Revise PLANNED UNIT DEVELOPMENT to FILING NO. 1 -

ROW9: Remove the last sentence in the Dedication and Ownership Statement.

ROW10: There are two RMPP Metropolitan District Approval blocks. Move the block on the right side of Sheet 1 to the lower left side.

ROW11: Include the approval blocks for the Planning Commission and the County Attorney.

ROW12: Revise Note 10 to include "1-3" after the word LOTS.

ROW13: Adams County no longer files its plats by File and Map. Remove the File No., Map No., and Reception No. blocks near the company logo block.

ROW14: Show the remainder portion of Lot 11 of RMPPF1 and show it as Lot 4 on Sheet 2

ROW15: Revise the total area shown on Sheet 2 to the platted area of Lot 11.

Planner Review

Resubmittal Required

05/22/2025

PLN01: A PUD Minor Amendment is needed to update the final development plan. The minor amendment will need to be processed prior to the subdivision replat being scheduled for hearings. You need to update the minimum lot sizes for the associated property, and look for other changes that may be affected by this application.

PLN02: Signature blocks are needed to on the subdivision replat ,aps to allow for Planning Commission and Attorney signatures.

PLN03: Cash in lieu of public land dedication for neighborhood parks, regional parks, and schools are requested for subdivisions. An estimate of these costs have been provided within this comment report. These funds shall be paid after the public hearing dates are scheduled. At this time you do not need to respond to this comment.

PLN04: Mineral rights documentation will be required after the public hearing dates are scheduled. At this time you do not need to respond to this comment.

PLN05: The new lots do not have access to a public street and therefore do not conform to Subdivision Design Standards. If these lots are to be accessed by a private street, then tan application for Waiver from Subdivision Design Standards shall be filed to allow for lots served by the private roadway. Fire Department must approve the private internal road. An agreement will also need to be in place between lots for access and maintenance.

PLN07: A Change in Use permit will be required to establish any future use on each lot. Please do not file these applications until after the subdivision replat is approved.

PLN08: At the time of this comment, staff has not received confirmation on the water supply from the Colorado Division of Water Resources.

Plan Coordination	Resubmittal Required	05/27/2025
Building Safety Review	No Comment	05/27/2025
Closed via script due to Plan Coordination result		
Addressing Review	No Comment	05/27/2025
Closed via script due to Plan Coordination result		
Parks Review	No Comment	05/27/2025
Closed via script due to Plan Coordination result		
Adams County Health Department Review	No Comment	05/27/2025
Closed via script due to Plan Coordination result		
Economic Development Review	No Comment	05/27/2025
Closed via script due to Plan Coordination result		

**Exhibit C**



June 6, 2025  
Adams County Planning Department  
4430 S. Adams County Pkwy.,  
Brighton, CO 80601-8218

**RE: Rocky Mountain Rail Park – Lot 11A  
Wavier from Subdivision Design Standards– Written Explanation**

Adams County Planning Division (Specifically, Greg Barnes),

Regarding comment “PLN05” for project number: PLT2025-00021, Rail Land Company LLC requests a waiver from the subdivision design standard “**05-03-03-10 (Access to Lots by Private Roads)**”. The roads in question (Streets E, G, & H, Located in Tract L) are owned and maintained by the Rocky Mountain Rail Park Metropolitan District (RMRPMD). We understand that Adams County acknowledges “Streets E, G, & H”, as private roads, since they are not owned and maintained by Adams County. However, Rail Land Company LLC requests approval for this wavier due to the roads (Streets E, G, & H) being owned and maintained by a quasi-municipal government entity (RMRPMD) that provides public services to the Rail Park and its tenants. Furthermore, the fire department having jurisdiction (Bennett Fire) has already provided their approval for services along “Streets E, G, & H” and Lot 11A.

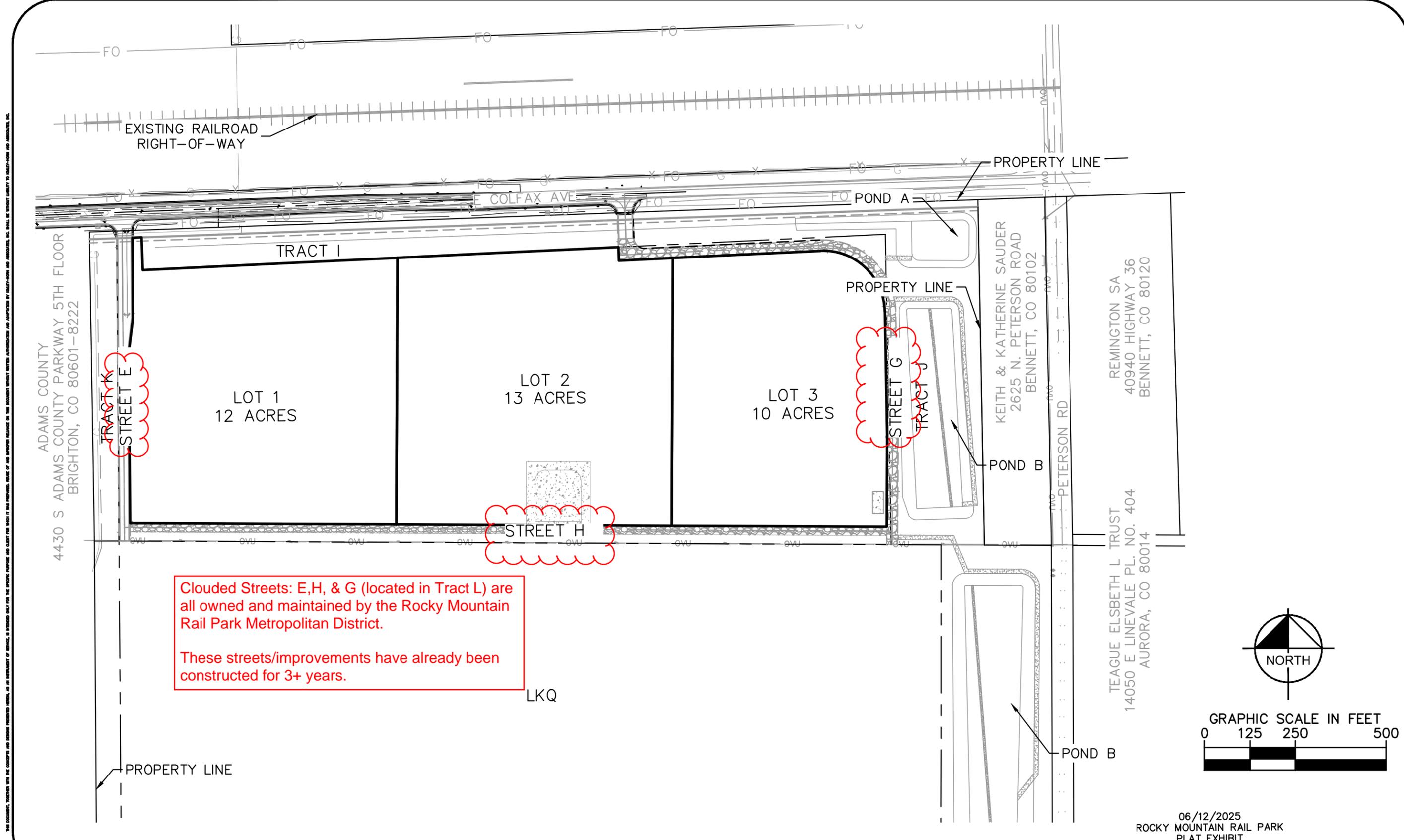
In conclusion, with Adams County acknowledging that “Streets E, G, & H” are owned and maintained by the RMRPMD, and that Bennett Fire already provides services along “Streets E, G, & H” and Lot 11A, that should satisfy comment “PLN05” to approve this wavier request.

*Sincerely,*

*Tyler Higdon  
Project Engineer  
Rail Land Company LLC*

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Exhibit D



Clouded Streets: E,H, & G (located in Tract L) are all owned and maintained by the Rocky Mountain Rail Park Metropolitan District.

These streets/improvements have already been constructed for 3+ years.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. NO OTHER USE OR REPRODUCTION OF THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND APPROVAL BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE PERMITTED WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN AND ASSOCIATES, INC.

Following Pages Contain the Following:

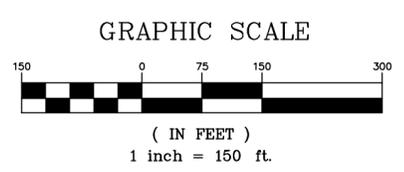
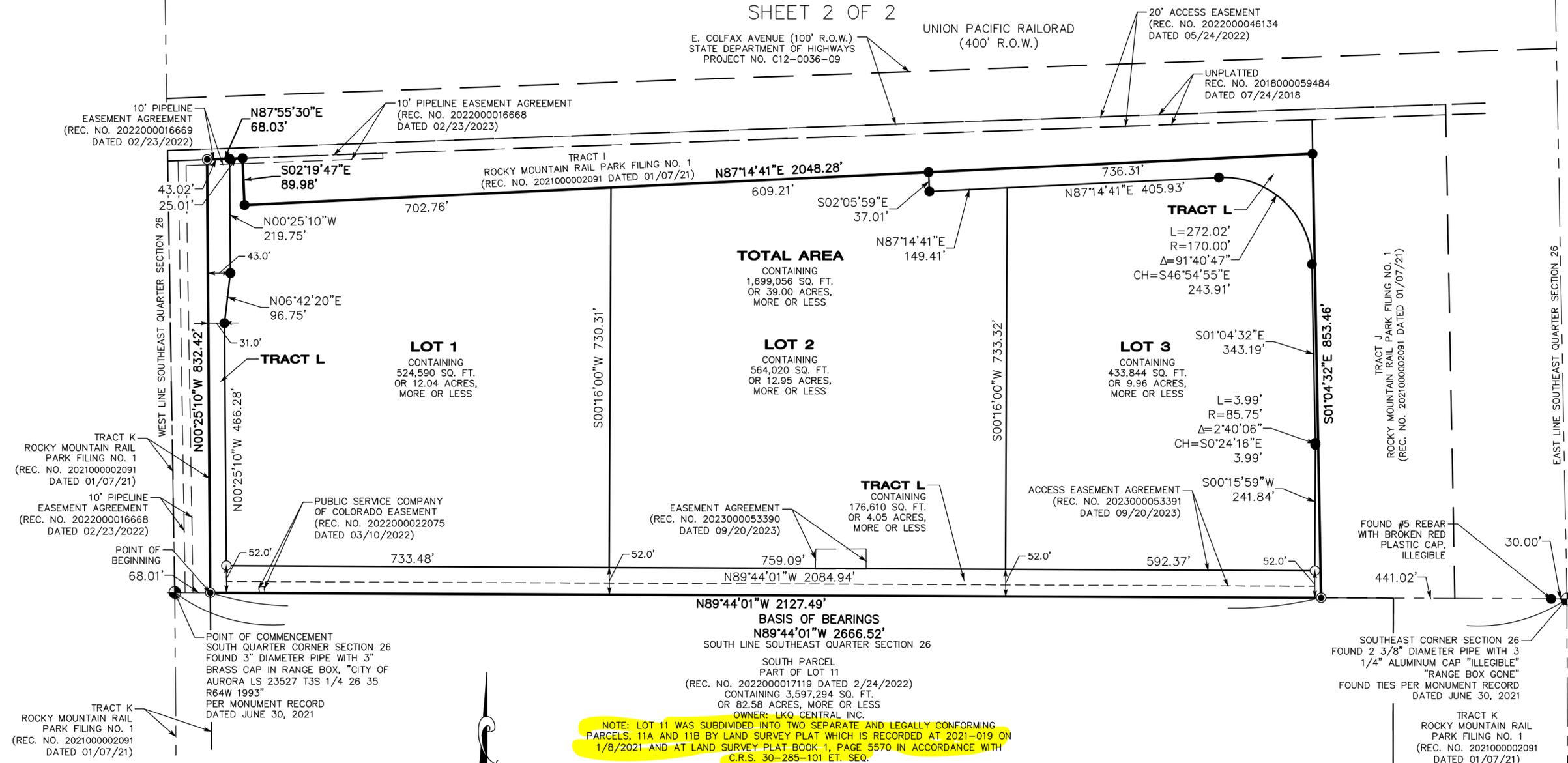
Updated Plat with the Necessary  
Revisions



# ROCKY MOUNTAIN RAIL PARK AMENDMENT NO. 1

A REPLAT OF A PART OF LOT 11, ROCKY MOUNTAIN RAIL PARK FILING NO. 1,  
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH,  
RANGE 64 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2



### Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 38409" UNLESS NOTED OTHERWISE
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 38409"
- CALCULATED POSITION (NOT FOUND OR SET)

REV. 06-16-2025 COUNTY COMMENTS  
REV. 04-21-2025 CLIENT COMMENTS

**Flatirons, Inc.**  
Land Surveying Services  
www.FlatironsInc.com

655 FOURTH AVE  
LONGMONT, CO 80501  
(303) 776-1733

**DRAFT**  
WORKING COPY ONLY  
ONLY FINAL VERSION  
WILL HAVE STAMP  
AND SIGNATURE

JOB NUMBER:  
25-82,418

DATE:  
04-16-2025

DRAWN BY:  
R. SLAGLE

CHECKED BY:  
JJK/EP

BY:RSLAGLE FILE:82418 PLATRE:6/18/2025 DATE:6/18/2025 3:35 PM

Following Pages Contain the Following:

Excerpts from the Rocky Mountain Rail Park's Basis of Design Report, Regarding Potable Water System PWSID# CO0201683.

These Excerpts Suffice the Colorado Division of Water Resources Questions/Comments.

Updated 2025 Will Serve Letter from the Rocky Mountain Rail Park Metropolitan District that Confirms Services for all of Lot 11's Tenants.

**Rocky Mountain Rail Park  
Potable Water System  
PWSID# CO0201683**

# **BASIS OF DESIGN REPORT**

March 2022

Amended September 2022

Plummer Project #: 4105-006-01

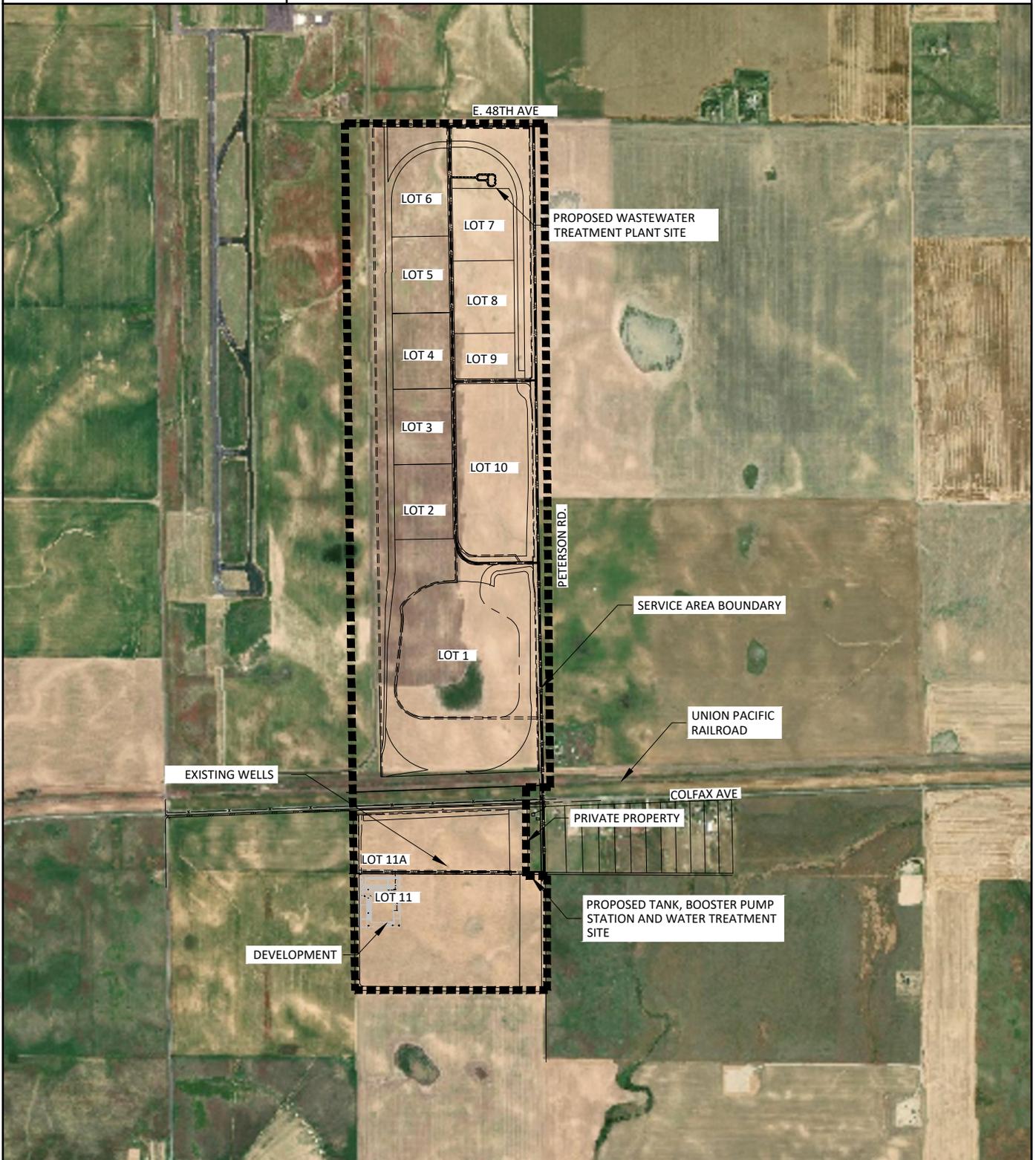
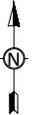
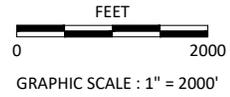


*Prepared by:*

**PLUMMER**



**PLUMMER**



**ROCKY MOUNTAIN RAIL PARK  
ADAMS COUNTY, CO  
WATER MODEL LAYOUT**

FIGURE 2-1

TEXAS REGISTERED ENGINEERING FIRM F-13  
 3/7/2022 11:16 AM U:\Projects\4105\006-0118 Drawings\_Figures\Figures\8-1 ACAD\8-1-2 Figures\Water BDR Figures\FIGURE 2-1 - SERVICE AREA FIGURE.dwg Cbillingsley



Table 2-2 presents a more realistic conservative water use in line with the warehouse/light industrial classifications. The average daily demand is approximately 53,000 gpd, with a maximum daily demand of 70,000 gpd, and irrigation demands of 38,000 gpd.

**Table 2-2: Summary of Estimated Potable Water Demands (Conservative Water Use)**

	Area (ac)	Maximum Developable Area (ac) = Area * FAR	Unit Demand (gpd per acre)	Water Demand (gpd)	Maximum Daily Demand (gpd)	Water Demand (gpm)	Irrigable Area (ac)	Irrigation Demands (gpd)
Lot 11	92.68	13.90		7,938	10,320	11	1.00	2,232
Lot 2	19.98	3.00	790	2,368	3,078	3	1.00	2,232
Lot 3	19.99	3.00	790	2,369	3,079	3	1.00	2,232
Lot 4	19.99	3.00	790	2,369	3,079	3	1.00	2,232
<b>Phase I Subtotal</b>		<b>31.63</b>		<b>15,043</b>	<b>19,557</b>	<b>21</b>		<b>8,928</b>
Lot 1	131.55	19.73	790	15,589	20,265	22	1.00	2,232
Lot 5	20	3.00	790	2,370	3,081	3	1.00	2,232
Lot 6	19.99	3.00	790	2,369	3,079	3	1.00	2,232
Lot 7	19.99	3.00	790	2,369	3,079	3	1.00	2,232
Lot 8	19.99	3.00	790	2,369	3,079	3	1.00	2,232
Lot 9	12.49	1.87	790	1,480	1,924	2	1.00	2,232
Lot 10	54.86	8.23	790	6,501	8,451	9	1.00	2,232
Lot 11A	43.56	6.53	790	5,162	6,710	7	1.00	2,232
<b>District Irrigation<sup>(1)</sup></b>							5.00	11,160
<b>Phase II Subtotal</b>		<b>48.36</b>		<b>38,208</b>	<b>49,670</b>	<b>53</b>		<b>17,856</b>
<b>Total</b>	<b>475.07</b>	<b>57.36</b>		<b>53,251</b>	<b>69,227</b>	<b>74</b>	<b>17.00</b>	<b>37,944</b>

(1) Assumption pending verification with outside consultants.



### **2.1.1 Water Model Overview**

To better assess system pressures, a hydraulic model was developed in Bentley WaterGEMS. An overview of the system is shown in Figure 2-1. Although the full range of fire flows has not been determined for the northern development, a 10-inch water main would be restricted to a flow of 2,400 gpm with the upper velocity limit of 10 feet per second (ft/s) according to NFPA 24 Table 10.10.2.1.3; the flow required to produce velocity of 10 ft/s in pipes. With the potential larger development in the northern parcel, the water mains have been sized at 12-inches. It has not been determined if the pipe loop/redundant water main feed for the northern portion of the property will run through Lot 1 or will be run in parallel with the eastern main crossing Colfax/US Highway 40, as this will need to be determined by a licensing agreement with the City of Aurora and determined later. However, the exact location is not intended to impact the hydraulic analysis performed or impact the sizing of materials or equipment.



Node	Elevation (ft)	Pressure (psi)
Lot 4	5,496.96	92
Lot 5	5,491.43	95
Lot 6	5,486.65	97
Lot 7	5,488.66	96
Lot 8	5,494.20	93
Lot 9	5,498.80	91
Lot 10	5,507.90	87
Lot 11	5,568.93	61
Lot 11A	5,565.30	63
WWTP	5,484.60	98

### 2.2.2 System Pressures at Maximum Day

Using a maximum day pump definition of 210 gpm and a target hydraulic grade line of 5,710 feet produces identical system pressures as the average day (due to minimal additional headlosses). The domestic booster pump will be designed to accommodate a maximum day flow of 210 gpm and able to accommodate the average day flow through operation on a variable frequency drive (VFD).

### 2.2.3 System Pressures with Peak Hour

The system pressures for peak hour flow are designed to meet a minimum of 40 psi residual throughout the distribution system. The system pressures using a peak hour flow of 640 gpm and target hydraulic grade line of 5,665 feet are summarized in Table 2-8.

**Table 2-8: Peak Hour Pressure Summary**

Node	Elevation (ft)	Pressure (psi)
Lot 1	5,516.39	64
Lot 2	5,510.41	67
Lot 3	5,503.82	70
Lot 4	5,496.96	73
Lot 5	5,491.43	75
Lot 6	5,486.65	77
Lot 7	5,488.66	76
Lot 8	5,494.20	74
Lot 9	5,498.80	72
Lot 10	5,507.90	68
Lot 11	5,568.93	42
Lot 11A	5,565.30	43
WWTP	5,484.60	78



### 3 SOURCE WATER PLANNING

Rocky Mountain Industrial (RMI) has drilled two wells located on Lot 11, Well Permit 85061-f (Upper Arapahoe, Colorado Ground Water Commission Findings and Order 3627-BD), and Well Permit 85062-F (Denver Well, Colorado Ground Water Commission Findings and Order 3628-BD). Well permits for these wells are included in Appendix B.

In addition to having water rights for the Upper Arapahoe and Denver aquifers, the District has water rights in the Laramie Fox Hills and Lower Arapahoe aquifers. The available quantity of water from the Laramie Fox Hills aquifer is 142.8 acre-feet (17 MG) per year, and the available quantity of water from the Lower Arapahoe aquifer is 52.8 acre-feet (46.5 MG) per year. All District water rights are included in Appendix C.

**Table 3-1: Water Rights Summary**

Aquifer	Available Withdrawal Amount (ac-ft/year)	Colorado Ground Water Commission Findings and Order Number
Lower Arapahoe	52.8 ac-ft/year	3626-BD
Laramie Fox Hills	142.8 ac-ft/year	3625-BD
Upper Arapahoe	150.3 ac-ft/year	3627-BD
Denver	208.6 ac-ft/year	3628-BD
<b>Total</b>	<b>554.5 ac-ft/year</b>	-

The District is in the process of drilling new wells; however, it has not been determined if they will be for potable or non-potable use (potentially for irrigation or industrial demands). If the District determines that they will serve potable uses, it will need to submit an Application for Construction Approval for those wells and any associated treatment or storage modifications.



#### **4 SOURCES OF POTENTIAL CONTAMINATION**

The District wells are located on Lot 11a and will be within a designated easement. There are no sources of contamination within a 500-foot radius. The wells will be located in an easement encompassing 100-foot radius from each wellhead. There will be a temporary wastewater vault and a stormwater pond well outside of the wells' 500-foot radius of influence. Well 85061-f is screened from 756 feet to 905 feet. Well 85062-f is screened from 230 feet to 470 feet. Both wells are deep enough to reduce the risk of intrusion of any contaminants. Well logs are included with well permits in Appendix B.

The potable water ground storage tank will be located 26 feet horizontally from a gravity sanitary sewer line. According to Section 7.0.2 of the CDPHE Design Criteria, the gravity sewer line will need to be constructed with C900 PVC (DR 25) to mitigate any potential contamination risk. To prevent surface contamination, the potable ground water storage tank will have elastomeric duck-bill check valves on the overflow line. The roof vent will be equipped with a 200-mesh insect and bird screen.

The existing wells are approximately 25 feet horizontally from a sanitary sewer. The sanitary sewer was constructed using ASTM D2241 SDR 26 PVC with watertight joints and has been pressure tested according to SACWSD standards. Using Figure 2a from Colorado Division of Water Resources *Water Well Construction Rules*, the wells' grout depth must be greater than 96 feet. The Upper Arapahoe well is grouted from 0 to 735 feet and the Denver well is grouted from 0 to 160 feet. According to correspondence with the Division of Water Resources, no variance is required since the wells were grouted according to *Water Well Construction Rules*. This correspondence is attached in Appendix M.

##### **4.1 FLOODPLAIN**

The proposed water treatment plant is in Zone X of the floodplain, as shown approximately in Figure 4-1 below. There are no concerns with flooding of the distribution system, treatment plant, or storage tank.

ROCKY MOUNTAIN RAIL PARK METROPOLITAN DISTRICT  
c/o Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, Colorado 80203

---

March 27, 2025

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

Rocky Mountain Rail Park Metropolitan District (the “District”), subject to the conditions below, under and pursuant to the Special District Act (Section 32-1-101, C.R.S., *et seq.*) and any applicable District rules and regulations, is willing to furnish water and wastewater services to the below described property located in the County of Adams, State of Colorado further described as follows (the “Property”):

LOT 11, ROCKY MOUNTAIN RAIL PARK FILING NO. 1, IN THE COUNTY  
OF ADAMS, STATE OF COLORADO.

Enclosed herewith is a letter dated September 8, 2021 from Leonard Rice Engineers, Inc. establishing that the District has adequate water rights to serve the Property (“Water Availability Letter”). As established in the Water Availability Letter, the amount of water legally and physically available to the District for the development of the Property exceeds the water demand requirements provided by you for the development. The District will provide water and wastewater services to the Property following the construction and installation of adequate water and wastewater infrastructure. This will-serve letter is expressly subject to, and conditioned on, the terms and conditions of the District’s Rules and Regulations and compliance therewith by any water user.

Sincerely,

ROCKY MOUNTAIN RAIL PARK METROPOLITAN DISTRICT

  
\_\_\_\_\_  
President of the Board of Directors

Encl.

Following Pages Contain the Following:

Updated Title Commitment Dated within  
30 Days of this Submittal

**Date:** June 13, 2025  
**File No.:** NCSCO00238-DK, Amendment No. 1  
**Buyer(s)/Borrower(s):** JHL Constructors LLC, a Colorado limited liability company  
**Owner(s):** Rail Land Company, LLC, a Colorado limited liability company  
**Property:** 10 ACRES LAND - ROCKY MOUNTAIN RAIL PARK, ., CO 00000  
**Assessor Parcel No.:** R0215956 / 0181726402007

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

---

<b>To:</b> Escrow Officer	<b>Attn:</b> Lindsey Mann <b>Phone:</b> (720)200-1227 <b>Fax:</b> (303)633-7624 <b>Email:</b> Lindsey.Mann@fnf.com
Escrow Assistant	<b>Attn:</b> Emily Tucker <b>Phone:</b> (303)291-9923 <b>Email:</b> Emily.Tucker@fnf.com
Title Officer	<b>Attn:</b> Darrin Kunselman <b>Phone:</b> (720)200-1233 <b>Email:</b> darrin.kunselman@fnf.com
Sales Executive	<b>Attn:</b> Darren Hone <b>Email:</b> Darren.Hone@fnf.com

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<b>To:</b> JHL Constructors LLC, a Colorado limited liability company	<b>Attn:</b> Ben Steller Tony Mann Cory Jackson sent via email
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<b>To:</b> Rail Land Company, LLC, a Colorado limited liability company	<b>Attn:</b> Brian Fallin sent via email
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<b>To:</b> Snell & Wilmer One East Washington Street Suite 2700 Phoenix, AZ 85004	<b>Attn:</b> Tim Reilly <b>Phone:</b> <b>Fax:</b> <b>Email:</b> treilly@swlaw.com
--	--

---

**To:** Snell & Wilmer  
One East Washington Street  
Suite 2700  
Phoenix, AZ 85004

**Attn:** Carrie Schaffer  
**Phone:**  
**Fax:**  
**Email:** caschaffer@swlaw.com

---

**To:** Kamlet LLP  
3900 E. Mexico Avenue  
Suite 300  
Denver, CO 80210

**Attn:** Jay Kamlet  
**Phone:** (303)749-0660  
**Fax:**  
**Email:** jkamlet@kamletlaw.com

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**NCSCO00238  
Amendment 1**

## 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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

John Miller  
Authorized Officer or Agent

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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Darrin Kunselman Fidelity National Title Company 8055 E Tufts Ave, Suite 900 Denver, CO 80237 Phone: (720)200-1233 Fax: (303)771-5385 Main Phone: (303)291-9977 Email: darrin.kunselman@fnf.com	Escrow Officer: Lindsey Mann Fidelity National Title Insurance Co. 8055 E Tufts Ave, Suite 900 Denver, CO 80237 Phone: (720)200-1227 Fax: (303)633-7624 Main Phone: (303)291-9977 Email: Lindsey.Mann@fnf.com

**Order Number: NCSCO00238-DK**

**Property Address: 10 ACRES LAND - ROCKY MOUNTAIN RAIL PARK, ., CO 00000**

**SCHEDULE A**

1. Commitment Date: June 9, 2025 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021
    - Proposed Insured: JHL Constructors LLC, a Colorado limited liability company
    - Proposed Amount of Insurance: \$2,308,680.00
    - The estate or interest to be insured: Fee Simple as to Parcel One and Easement as to Parcel Two
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple as to Parcel One and Easement as to Parcel Two
4. The Title is, at the Commitment Date, vested in:
  - [Rail Land Company, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

ALTA Owner's Policy 2021 Premium	\$2597.00
CO 110.1-06	\$95.00
Tax Certificate	\$18.00

**END OF SCHEDULE A**

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## EXHIBIT "A"

### Legal Description

#### Parcel One:

Lot 11-A, Rocky Mountain Rail Park Planned Unit Development Amendment No. 1, according to the plat as recorded January 7, 2021 at Reception No. [2021000002092](#), County of Adams, State of Colorado.

EXCEPTING therefrom that portion conveyed to Rocky Mountain Rail Park Metropolitan District, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado by Quit Claim Deeds recorded May 11, 2022 at Reception Nos. [2022000042325](#) and [2022000042326](#) and re-recorded August 24, 2022 at Reception Nos. [2022000071942](#) and [2022000071943](#).

For Informational Purposes:

Tax ID No.: R0215956 / 0181726402007

#### Parcel Two:

Easements for Access as more particularly defined in Declaration of Access Easements for Rocky Mountain Rail Park recorded May 24, 2022 at Reception No. [2022000046134](#), County of Adams, State of Colorado.

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**SCHEDULE B, PART I - Requirements**

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. 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 a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

6. Furnish for recordation a partial release of deed of trust in the amount of \$21,000,000.00, Rail Land Company, LLC, a Colorado limited liability company, trustor/grantor, Public Trustee of ADAMS County, Pacific Western Bank, a California state-chartered bank, beneficiary, recorded on May 24, 2022, at Reception No. [2022000046135](#).

Description of land to be partially released: See legal description as shown on Schedule A, Item No. 5 of this Commitment.

First Priority Assignment of Leases and Rents recorded May 24, 2022 at Reception No. [2022000046136](#).

Notice By Disburser recorded May 24, 2022 at Reception No. [2022000046140](#).

First Amendment thereto recorded December 28, 2022 at Reception No. [2022000099788](#).

Second Amendment thereto recorded July 31, 2023 at Reception No. [2023000043467](#).

Third Amendment thereto recorded August 21, 2023 at Reception No. [2023000047538](#).

Fourth Amendment thereto recorded May 2, 2024 at Reception No. [2024000023253](#).

Agreement Confirming Cross-Collateralization and Cross-Default in connection thereto recorded November 15, 2024 at Reception No. [2024000063695](#).

7. Furnish for recordation a partial termination statement terminating the financing statement described below

Debtor: Rail Land Company, LLC, a Colorado limited liability company  
Secured Party: Pacific Western Bank

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**SCHEDULE B, PART I - Requirements**  
(continued)

Recording Date: May 24, 2022  
Recording No: [2022000046141](#)

Description of land to be partially released: See legal description as shown on Schedule A, Item No. 5 of this Commitment.

UCC Financing Statement Amendments recorded January 4, 2023 at Reception No. [2023000000332](#) and July 31, 2023 at Reception No. [2023000043469](#) and August 21, 2023 at Reception No. [2023000047539](#) and May 2, 2024 at Reception Nos. [2024000023258](#) and [2024000023259](#).

8. Intentionally deleted.
9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:
- Limited Liability Company: Rail Land Company, LLC, a Colorado limited liability company
- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
11. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to JHL Constructors LLC, a Colorado limited liability company.
12. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
13. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Party(s): Rail Land Company, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

14. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Notice: 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: THE ISSUANCE OF THE FORM 110.1 ENDORSEMENT OR DELETION 1-3 OF THE STANDARD EXCEPTIONS IS PREDICATED UPON THE SATISFACTION OF ALL REQUIREMENTS SET FORTH HEREIN AND EVIDENCE SATISFACTORY TO THE COMPANY THAT THERE HAS BEEN NO RECENT, ONGOING OR ANTICIPATED CONSTRUCTION ON THE LAND.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record 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 or title to water, whether or not these matters are shown by the Public Records.
7. Taxes and assessments for the current year, including all taxes 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 leases.
9. Reservation of all oil, coal and other minerals and rights by the Union Pacific Land Company as contained in Warranty Deed recorded February 15, 1911 in [Book 25 at Page 233](#), and any and all assignments thereof or interests therein.
10. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, recorded on October 30, 2017, as Reception No. [2017095114](#), and any and all assignments thereof or interests therein.

Assignment of Oil and Gas Leases recorded November 20, 2017 at Reception No. [2017000102099](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

11. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, recorded on October 30, 2017, as Reception No. [2017000095115](#), and any and all assignments thereof or interests therein.

Assignment of Oil and Gas Leases recorded November 20, 2017 at Reception No. [2017000102099](#).

12. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, recorded on October 30, 2017, as Reception No. [2017000095116](#), and any and all assignments thereof or interests therein.

Assignment of Oil and Gas Leases recorded November 20, 2017 at Reception No. [2017000102099](#).

13. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice of Mineral Estate Owners recorded on May 23, 2018, at Reception No. [2018000041401](#).

14. Terms, conditions, provisions, agreements and obligations contained in the Applicant's Certification Concerning Qualifying Surface Development Pursuant to C.R.S. Section 24-65.5-103.3 (1) (B) recorded on May 23, 2018, at Reception No. [2018000041402](#).

15. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed recorded on July 24, 2018, at Reception No. [2018000059484](#).

16. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2018-578, approving Application in Case #PLN2018-00017 Rocky Mountain Rail Park Metropolitan District Service Plan recorded on August 30, 2018, at Reception No. [2018000070722](#).

17. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded on February 8, 2019, at Reception Nos. [2019000009777](#), [2019000009778](#), [2019000009779](#), and [2019000009780](#).

Order of the Ground Water Commission recorded February 8, 2019 at Reception Nos. [2019000009790](#), [2019000009791](#), [2019000009792](#) and [2019000009793](#).

18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2019-379, approving Application in Case #PRC2018-00006 Rocky Mountain Rail Park recorded on June 28, 2019, at Reception No. [2019000050405](#).

Resolution approving Application in Case #PLN2018-00017 Rocky Mountain Rail Park Comprehensive Plan Amendment recorded June 28, 2019 at Reception No. [2019000050423](#).

19. Any taxes or assessments by reason of the inclusion of the Land in the Rocky Mountain Rail Park Metropolitan District, recorded January 31, 2020, at Reception No. [2020000010498](#).

20. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface

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**SCHEDULE B, PART II - Exceptions**  
(continued)

Development by Crestone Peak Resources, LLC recorded on September 1, 2020, at Reception No. [2020000085641](#).

21. Terms, conditions, provisions, agreements and obligations contained in the Resolution approving Application in Case #PRC2019-00012 Rocky Mountain Rail Park Final Development Plan, Final Plat, Waiver and Master Development Agreement recorded on September 9, 2020, at Reception No. [2020000088476](#).
  22. Terms, conditions, provisions, agreements and obligations contained in the Rocky Mountain Rail Park Final Development Plan recorded on January 7, 2021, at Reception No. [2021000002090](#).
  23. Easements, notes, terms, conditions, provisions, agreements and obligations contained in the Plat of Rocky Mountain Rail Park Filing No. 1 recorded on January 7, 2021, at Reception No. [2021000002091](#).
  24. Terms, conditions, provisions, agreements and obligations contained in the Rocky Mountain Rail Park Planned Unit Development Amendment No. 1, Plat recorded on January 7, 2021, at Reception No. [2021000002092](#).
  25. Terms, conditions, provisions, agreements and obligations contained in the Rocky Mountain Rail Park Design Standards recorded on January 7, 2021, at Reception No. [2021000002093](#).
  26. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded on January 12, 2021, at Reception No. [2021000003354](#).
- Assignment of Declarant's Rights recorded May 24, 2022 at Reception No. [2022000046139](#).
- Amendment to Assignment of Declarant's Rights recorded May 2, 2024 at Reception No. [2024000023256](#).
- First Supplement in connection thereto recorded December 18, 2024 at Reception No. [2024000070207](#).
27. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Blanket Access Easement Agreement recorded on January 21, 2021, at Reception No. [2021000007046](#).
  28. Terms, conditions, provisions, agreements and obligations contained in the Bargain and Sale Deed (Water Rights) recorded on October 1, 2021, at Reception No. [2021000116810](#).
  29. Terms, conditions, provisions, agreements and obligations contained in the Master Development Agreement for Rocky Mountain Rail Park recorded on December 14, 2021, at Reception No. [2021000145486](#).
  30. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Pipeline Easement Agreement recorded on February 23, 2022, at Reception No. [2022000016669](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

31. Terms, conditions, provisions, agreements, easements and obligations contained in the Public Service Company of Colorado Easement recorded on March 10, 2022, at Reception No. [2022000022075](#).
32. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement recorded on March 22, 2022, at Reception No. [2022000025330](#).  
Consent to Assignment of Agreement recorded July 1, 2022 at Reception No. [2022000057654](#).
33. Terms, conditions, provisions, agreements, easements and obligations contained in the Declaration of Access Easements for Rocky Mountain Rail Park recorded on May 24, 2022, at Reception No. [2022000046134](#).
34. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement recorded on September 20, 2023, at Reception No. [2023000053390](#).
35. Terms, conditions, provisions, agreements, easements and obligations contained in the Access Easement Agreement recorded on September 20, 2023, at Reception No. [2023000053391](#).
36. Mineral rights conveyed by the following instruments, and any and all assignments thereof or interests therein:  
Mineral Grant Deed recorded September 17, 2024 at Reception No. [2024000050891](#).  
Mineral Grant Deed recorded September 18, 2024 at Reception No. [2024000051170](#).  
Mineral Grant Deed recorded September 18, 2024 at Reception No. [2024000051171](#).  
Mineral Grant Deed recorded September 18, 2024 at Reception No. [2024000051221](#).  
Mineral Grant Deed recorded December 2, 2024 at Reception No. [2024000066942](#).  
Mineral Grant Deed recorded December 2, 2024 at Reception No. [2024000066943](#).  
Mineral Grant Deed recorded December 2, 2024 at Reception No. [2024000066953](#).  
Mineral Grant Deed recorded December 4, 2024 at Reception No. [2024000067562](#).  
Mineral Grant Deed recorded December 18, 2024 at Reception No. [2024000070193](#).

**END OF SCHEDULE B, PART II**

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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 counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

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

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(continued)

- 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.

**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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- 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 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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**DISCLOSURE STATEMENT**  
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website ([fnf.com/california-privacy](http://fnf.com/california-privacy)) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer