

Fidelity National Title®



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: **December 16, 2019**

FILE NUMBER: **100-N0022084-030-TH**, Amendment No. 2

PROPERTY ADDRESS: **2417 Marksheffel Road, Colorado Springs, CO**

BUYER/BORROWER: **O'Reilly Auto Enterprises, LLC, a Delaware limited liability company**

OWNER(S): **Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company**

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: **54042-10-068**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Revision No. 1: Added survey requirement

Revision No. 2: Effective date advanced, Requirement d deleted

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.

TO: Escrow Officer

ATTN: Teresa Hott
PHONE: (303) 291-9984
FAX: (303) 633-7720
E-MAIL: teresa.hott@fnf.com

Escrow Assistant

ATTN: Jess Mosher
PHONE: (303) 942-2200
E-MAIL: jess.mosher@fnf.com

Title Officer

ATTN: Lauren Payne
PHONE: (303) 291-9832
E-MAIL: lauren.payne@fnf.com

Sales Executive

ATTN: Jerry Green
E-MAIL: greenjl@fnf.com

TO: O'Reilly Auto Enterprises, LLC, a Delaware limited liability company
233 S. Patterson
Springfield, MO 65802

ATTN: Matt Sisson
PHONE: (417) 826-2674
FAX: (417) 829-5726
E-MAIL: msisson2@oreillyauto.com

TO: Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company
2390 E Camelback Rd
Suite 410
Phoenix, AZ 85016

ATTN: Laura Ortiz
PHONE: (602) 808-8600
FAX: (602) 808-9100
E-MAIL:

TO: Steve Baum

ATTN: Steve Baum
PHONE:
FAX:
E-MAIL:

TO:	Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company 2390 E Camelback Rd Suite 410 Phoenix, AZ 85016	ATTN:	Zach Lauterbach
		PHONE:	(602) 808-8600
		FAX:	(602) 808-9100
		E-MAIL:	

TO:	O'Reilly Auto Enterprises, LLC 233 S. Patterson Springfield, MO 65802	ATTN:	Shelly Burbridge
		PHONE:	(417) 862-2674
		FAX:	(417) 829-5726
		E-MAIL:	smburbridge@oreillyauto.com

TO:	National Commercial Services Downtown 1401 17th St #480 Denver, CO 80202	ATTN:	Teresa Hott
		PHONE:	(303) 942-2200
		FAX:	(303) 628-1671
		E-MAIL:	teresa.hott@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL 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, **Chicago 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned:

By: 
Darren Hone
Authorized Signature



By:

ATTEST



President



Secretary

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
 Issuing Office: 950 S Cherry St, #1414, Denver, CO 80246
 Loan ID Number:
 Issuing Office File Number: 100-N0022084-030-TH, Amendment No. 2
 Property Address: 2417 Marksheffel Road, Colorado Springs, CO
 Revision Number: Amendment No. 2, Amendment Date: December 16, 2019

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **December 10, 2019**
2. Policy to be issued:

	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$625,000.00
O'Reilly Auto Enterprises, LLC, a Delaware limited liability company	
(b) None	\$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
A Fee Simple, as to Parcel A, and an Easement, as to Parcel B
4. The Title is, at the Commitment Date, vested in:
 Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A
(Continued)**PREMIUMS:**

Owners Policy	897.00
Deletion 1 - 3	75.00
Tax Certificate	18.00

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EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

Lot 4, Claremont Ranch, Filing No. 9B, County of El Paso, State of Colorado.

Parcel B:

Those easement rights as described in Common Operation and Reciprocal Easement Agreement recorded January 20, 2016 at [Reception No. 216005845](#), El Paso County Records.

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

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

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

- d. Intentionally deleted.
- e. 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: Evergreen-Constitution & Marksheffel, L.L.C., an Arizona 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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. 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: O'Reilly Auto Enterprises, LLC, a Delaware 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

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SCHEDULE B
PART I – Requirements
(Continued)

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

- h. 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.

- i. 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.
- j. Execution of the Company's Lien Affidavit by the Seller. In the event that the Lien Affidavit discloses the existence of new construction on the Land within the past six (6) months or plans for the commencement of new construction, additional requirements may be made.

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

END OF REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

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

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

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

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

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

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

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations contained in the Patent:

From: The United States of America
 To: Nathan S. Culver
 Recording Date: October 21, 1886
 Recording No.: [COCOA No. 076716](#), BLM Records

Which among other things recites as follows:

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SCHEDULE B
PART II – Exceptions
(Continued)

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

10. Any taxes or assessments by reason of the inclusion of the Land in the Cherokee Water and Sanitation District:

Recording Date: August 11, 1986
Recording No.: [Book 5216 Page 353](#)

Inclusion and Water Use Agreement:
Recording Date: April 11, 1997
Recording No.: [Reception No. 97041325](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 97-382, Land Use - 164 as set forth below:

Recording Date: December 29, 1997
Recording No.: [Reception No. 97151776](#)

12. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Central Marksheffel Metropolitan District, as evidenced by instrument(s):

Recording Date: October 3, 2002
Recording No.: [Reception No. 202169647](#)

Amended and Restated Resolution of the Board of Directors of the Central Marksheffel Metropolitan District Concerning the Imposition of Capital Facilities Fee:

Recording Date: November 14, 2017
Recording No.: [Reception No. 217138355](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 04-502 as set forth below:

Recording Date: January 31, 2005
Recording No.: [Reception No. 205015067](#)

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

Granted to: Kaneb Pipe Line Operating Partnership, L.P., a Delaware limited partnership
Purpose: Pipe Line(s) and Fixtures
Recording Date: April 27, 2005
Recording No.: [Reception No. 205059821](#)

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

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SCHEDULE B
PART II – Exceptions
(Continued)

Granted to: City of Colorado Springs
Purpose: Pipelines, Conduits, Poles, Vaults, Meters and Appurtenances
Recording Date: January 29, 2010
Recording No.: [Reception No. 210009346](#)

Amended Acceptance Statement:
Recording Date: September 9, 2011
Recording No.: [Reception No. 211087483](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-321 as set forth below:

Recording Date: July 29, 2015
Recording No.: [Reception No. 215081459](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-376 as set forth below:

Recording Date: September 23, 2015
Recording No.: [Reception No. 215103714](#)

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

Granted to: City of Colorado Springs, Colorado
Purpose: Avigation Easement
Recording Date: January 7, 2016
Recording No.: [Reception No. 216001978](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:

Recording Date: January 14, 2016
Recording No.: [Reception No. 216003936](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:

Recording Date: January 14, 2016
Recording No.: [Reception No. 216003937](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

21. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Claremont Ranch Filing No. 9:

Recording Date: January 14, 2016
Recording No.: [Reception No. 216713717](#)

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

Granted to: Mountain View Electric Association, Inc., a Colorado corporation
Purpose: Transmission and Distribution Line(s) and Fixtures
Recording Date: January 20, 2016
Recording No.: [Reception No. 216005778](#) and re-recorded February 10, 2016 at
[Reception No. 216013253](#)

23. Covenants, conditions and restrictions 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:

Recording Date: January 20, 2016
Recording No.: [Reception No. 216005842](#)

First Amendment to Declaration of Covenants, Conditions and Restrictions for Claremont Ranch Marketplace:

Recording Date: September 29, 2017
Recording No.: [Reception No. 217117543](#)

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Claremont Ranch Marketplace:

Recording Date: March 19, 2019
Recording No.: [Reception No. 219027452](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Development Agreement as set forth below:

Recording Date: January 20, 2016
Recording No.: [Reception No. 216005843](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Operation and Maintenance for Common Areas for Claremont Ranch Marketplace as set forth below:

Recording Date: January 20, 2016
Recording No.: [Reception No. 216005844](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

First Amendment to Agreement for Operation and Maintenance for Common Areas for Claremont Ranch Marketplace

Recording Date: September 29, 2017

Recording No.: [Reception No. 217117544](#)

Assignment and Assumption of Rights and Obligations of Maintenance Director Under Agreement for Operation and Maintenance for Common Areas for Claremont Ranch Marketplace:

Recording Date: October 16, 2017

Recording No.: [Reception No. 217124622](#)

26. Reciprocal easements, for the purpose(s) shown below and rights incidental thereto as created by the following document:

Document: Common Operation and Reciprocal Easement Agreement

Executed by: Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company

Purpose: Ingress, Egress, Parking, Utilities, Emergency ...

Recording Date: January 20, 2016

Recording No.: [Reception No. 216005845](#)

Supplement No. 1 to Common Operation and Reciprocal Easement Agreement:

Recording Date: August 3, 2017

Recording No.: [Reception No. 217092527](#)

Supplement No. 2 to Common Operation and Reciprocal Easement Agreement:

Recording Date: August 3, 2017

Recording No.: [Reception No. 217092528](#)

Amended and Restated Supplement No. 1 to Common Operation and Reciprocal Easement Agreement:

Recording Date: September 29, 2017

Recording No.: [Reception No. 217117539](#)

Supplement No. 3 to Common Operation and Reciprocal Easement Agreement:

Recording Date: September 29, 2017

Recording No.: [Reception No. 217117540](#)

Supplement No. 4 to Common Operation and Reciprocal Easement Agreement:

Recording Date: September 29, 2017

Recording No.: [Reception No. 217117541](#)

Supplement No. 5 to Common Operation and Reciprocal Easement Agreement:

Recording Date: September 29, 2017

Recording No.: [Reception No. 217117542](#)

Assignment and Assumption of Rights and Obligations of Manager Under Common Operation and Reciprocal Easement Agreement:

Recording Date: October 16, 2017

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

SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.; [Reception No. 217124623](#)

Supplement No. 6 to Common Operation and Reciprocal Easement Agreement:

Recording Date: April 9, 2018
Recording No.: [Reception No. 218039649](#)

Supplement No. 7 to Common Operation and Reciprocal Easement Agreement:

Recording Date: September 17, 2018
Recording No.: [Reception No. 218108378](#)

Supplement No. 8 to Common Operation and Reciprocal Easement Agreement:

Recording Date: April 11, 2019
Recording No.: [Reception No. 219037630](#)

27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 16-046 as set forth below:

Recording Date: February 9, 2016
Recording No.: [Reception No. 216013025](#)

28. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Claremont Ranch Filing No. 9, Amendment No. 1:

Recording Date: March 14, 2016
Recording No.: [Reception No. 216713741](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Encroachment Agreement as set forth below:

Recording Date: September 22, 2016
Recording No.: [Reception No. 216108489](#)

30. Terms, conditions, provisions, agreements and obligations contained in the Public Right of Way License Agreement as set forth below:

Recording Date: September 26, 2017
Recording No.: [Reception No. 217115904](#)

31. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Claremont Ranch, Filing No. 9B:

Recording Date: April 3, 2018
Recording No.: [Reception No. 218714119](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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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 phone 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, INC. PRIVACY NOTICE

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.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

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); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect 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 mobile 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

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- 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.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of 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 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 nonaffiliated third party service providers 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.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and 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 Vermont Residents: We will not share 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 meant for adults and 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 for any of the purposes described in this Privacy Notice. 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 (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) 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 revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

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