



1975 Research Parkway, Suite 105
Colorado Springs, CO 80920

DATE: **September 14, 2021**
FILE NUMBER: **597-H0637501-071-1CV**, Amendment No. 2
PROPERTY ADDRESS: **494.4 acres Latigo Trails Fil. 9 10 11, Peyton, CO 80831**
BUYER/BORROWER: **BRJM, LLC, a Colorado limited liability company**
OWNER(S): **Falcon Latigo, LLC, a Colorado limited liability company**
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Updated

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: Heritage Title Company, Inc. 1975 Research Parkway Suite 105 Colorado Springs, CO 80920	ATTN: Candy Villane PHONE: (719) 268-2448 FAX: (866) 828-9543 E-MAIL: candy.villane@heritagetco.com
TO: BRJM, LLC, a Colorado limited liability company	ATTN: Robert C. Irwin, Manager PHONE: FAX: E-MAIL: Delivered via email
TO: Falcon Latigo, LLC, a Colorado limited liability company	ATTN: Greg Fulton PHONE: FAX: E-MAIL: Delivered via email
TO: Quantum Commercial 101 N Cascade Ave Colorado Springs, CO 80903	ATTN: Jack Mason PHONE: (719) 590-1717 FAX: (719) 634-0404 E-MAIL: jmason@quantumcommercial.com
TO: Rod Mason	ATTN: Rod Mason PHONE: FAX: E-MAIL: rod@mgkenenergy.com
TO: Verona Building Co., LLC 5350 S. Roslyn St. Greenwood Village, CO 80111	ATTN: Katie Walker PHONE: (720) 488-4705 FAX: (000) 000-0000 E-MAIL: kwalker@gvccap.com
TO: Quantum Commercial 101 N Cascade Ave Ste 200 Colorado Springs, CO 80903	ATTN: Lisa Hipps PHONE: (719) 590-1717 FAX: (719) 634-0404 E-MAIL: lhipps@quantumcommercial.com

**TO: Campbell Homes LLC
4850 Austin Bluffs Parkway
Colorado Springs, CO 80918**

**ATTN: Mike Hausman
PHONE: (719) 266-9780
FAX: (719) 266-9775
E-MAIL: mike@campbellhomes.com**

**TO: Colorado Springs North Escrow
1975 Research Parkway
Suite 105
Colorado Springs, CO 80920**

**ATTN: Candy Villane
PHONE: (719) 592-9933
FAX: (866) 828-9543
E-MAIL: candy.villane@heritagetco.com**

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land 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, **Commonwealth Land 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: 
Terry N. Williams
Authorized Signature

Commonwealth Land Title Insurance Company

By: 
Randy Quirk
President

ATTEST 
Marjorie Nemzura
Corporate Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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: Heritage Title Company, Inc.
Issuing Office: 8055 E Tufts Ave, Suite 300, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 597-H0637501-071-1CV, Amendment No. 2
Property Address: 494.4 acres Latigo Trails Fil. 9 10 11, Peyton, CO 80831
Revision Number: Amendment No. 2, Amendment Date: September 14, 2021

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: **September 7, 2021**
- 2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: **BRJM, LLC, a Colorado limited liability company**
 Proposed Policy Amount: **\$3,080,000.00**
 - (b) **None**
 Proposed Insured: **cash**
 Proposed Policy Amount: **\$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
- 3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
- 4. The Title is, at the Commitment Date, vested in:
[Falcon Latigo, 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 Owners Policy 6-17-06	2,952.00
Extended Coverage	75.00
Tax Cert (3)	40.50

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EXHIBIT A

LEGAL DESCRIPTION

A tract of land being a portion of Sections 8, 9, 16 and 17, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being described as follows:

Basis of Bearings: The East line of The Trails Filing No. 7 as recorded under Reception No. 205057689 of the records of El Paso County, Colorado, Section 17, Township 12 South, Range 64 West of the 6th P.M., being monumented at the Southerly corner by a No. 4 rebar and surveyor's cap stamped "LS 24964" and at the Northerly corner by a No. 4 rebar and surveyor's cap stamped "LS 24964", is assumed to bear N 01°31'40" W, a distance of 1211.57 feet.

Commencing at the Southeasterly corner of Tract B as platted in The Trails Filing No. 7 recorded under Reception No. 205057689, El Paso County, Colorado, said point being the Point of Beginning; Thence on the Easterly line of said Trails Filing No. 7, the following Seven (7) courses:

1. N 01°31'40" W, a distance of 1211.57 feet;
2. N 14°33'37" W, a distance of 564.28 feet;
3. N 03°17'21" E, a distance of 122.61 feet;
4. N 21°08'20" E, a distance of 35.39 feet;
5. N 59°50'01" W, a distance of 605.60 feet to a point on curve;
6. On the arc of a curve to the left, whose center bears N 60°53'13" W, having a delta of 05°47'49", a radius of 320.00 feet, a distance of 32.38 feet to a point on curve;
7. N 46°46'40" W, a distance of 613.65 feet to a point on the Easterly line of The Trails Filing No. 2 recorded in Plat Book D4 at Page 96, El Paso County, Colorado;

Thence on said Easterly line of The Trails Filing No. 2, the following Three (3) courses:

1. N 36°43'20" E, a distance of 368.00 feet;
2. N 21°08'20" E, a distance of 915.00 feet;
3. N 00°33'17" E, a distance of 390.45 feet to the Northerly Right-of-Way line of Latigo Boulevard as platted in said Trails Filing No. 2;

Thence S 89°27'15" E, a distance of 59.53 feet;

Thence N 00°33'17" E, a distance of 877.59 feet;

Thence N 51°32'43" E, a distance of 874.75 feet;

Thence N 82°15'53" E, a distance of 1202.60 feet;

Thence N 59°22'39" E, a distance of 244.04 feet;

Thence N 84°23'04" E, a distance of 521.09 feet to a point on curve on the Westerly Right-of-Way line of Eastonville Road;

Thence on said Westerly Right-of-Way line, the following Nine (9) courses:

1. On the arc of a curve to the left, whose center bears N 84°25'53" E, having a delta of 12°15'54", a radius of 3997.66 feet, a distance of 855.76 feet to a point of tangent;
2. S 17°50'01" E, a distance of 1035.60 feet;
3. S 16°43'52" E, a distance of 62.59 feet;
4. S 17°47'07" E, a distance of 2098.14 feet to a point of curve;
5. On the arc of a curve to the right, having a delta of 30°55'46", a radius of 1327.64 feet, a distance of 716.69 feet to a point of tangent;

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EXHIBIT A
(Continued)

6. S 13°08'39" W, a distance of 1012.01 feet to a point of curve;
7. On the arc of a curve to the left, having a delta of 19°38'12", a radius of 3233.52 feet, a distance of 1108.21 feet to a point of tangent;
8. S 06°29'33" E, a distance of 419.81 feet to a point of curve;
9. On the arc of a curve to the right, having a delta of 02°56'49", a radius of 670.00 feet, a distance of 34.46 feet to a point on curve, said point being on the South line of said Section 16;

Thence N 89°25'52" W, on the South line of said Section 16, a distance of 2441.20 feet to the Southeast corner of said Section 17;

Thence N 89°25'43" W, on the South line of said Section 17, a distance of 5267.74 feet to the Southwest corner of said Section 17;

Thence N 00°03'15" W, on the West line of said Section 17, a distance of 1516.68 feet to the Southwesterly corner of Lot 41, as platted in The Trails Filing No. 2-B, recorded under Reception No. 203250448, records of El Paso County, Colorado;

Thence S 85°01'40" E on the Southerly line of said Lot 41, a distance of 421.91 feet to a point on the Westerly Right-of-Way line of Conestoga Trail, as platted in The Trails Filing No. 2, recorded in Plat Book D4 at Page 96, records of El Paso County, Colorado;

Thence on said Westerly Right-of-Way, the following Three (3) courses:

1. S 04°58'20" W, a distance of 100.00 feet to a point of curve;
2. On the arc of a curve to the left, having a delta of 62°25'00", a radius of 520.00 feet, a distance of 566.48 feet to a point of tangent;
3. S 57°26'40" E, a distance of 165.00 feet;

Thence N 32°33'20" E on the Southeasterly Right-of-Way line of said Conestoga Trail, and the Southeasterly line of Lot 40, as platted in said The Trails Filing No. 2-B, a distance of 460.00 feet to the Easterly most corner of said Lot 40;

Thence on the Southerly line of said The Trails Filing No. 2-B, the following Five (5) courses:

1. S 67°21'40" E, a distance of 440.00 feet;
2. N 76°58'20" E, a distance of 280.00 feet;
3. S 85°01'40" E, a distance of 1150.00 feet;
4. N 88°28'20" E, a distance of 550.00 feet;
5. N 68°58'20" E, a distance of 150.00 feet to the Southeasterly corner of Lot 107 of said The Trails Filing No. 2-B, said point also being the Southwesterly corner of Lot 1, as platted in The Trails Filing No. 7, recorded under Reception No. 205057689, records of El Paso County, Colorado;

Thence on the Southerly line of said The Trails Filing No. 7, the following Seven (7) courses:

1. N 89°26'47" E, a distance of 411.36 feet to a point on curve;
2. On the arc of a curve to the left, whose center bears N 89°28'37" E, having a delta of 00°01'50", a radius of 2030.00 feet, a distance of 1.08 feet;
3. S 00°33'13" E, a distance of 163.45 feet;
4. N 89°26'47" E, a distance of 60.00 feet;
5. N 00°33'13" W, a distance of 163.45 feet to a point of curve;
6. On the arc of a curve to the right, having a delta of 00°29'41", a radius of 1970.00 feet, a distance of 17.01 feet;

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EXHIBIT A
(Continued)

7. N 89°26'47" E, a distance of 637.32 feet to the Point of Beginning;

EXCEPT any portion thereof contained within The Trails Filing No. 8, County of El Paso, State of Colorado, recorded March 2, 2007 under Reception No. 207712541,

County of El Paso, State of Colorado.

Legal prepared by:
Cory L. Sharp, PLS # 32820
For and on behalf of JR Engineering, LLC
Job No. 29278.15-02
Dated: November 1, 2006

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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.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Falcon Latigo, 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.

- 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. Furnish for recordation a full release of deed of trust:

Amount: \$4,900,000.00
 Trustor/Grantor: Falcon Trails, LLC
 Trustee: Public Trustee of El Paso County
 Beneficiary: American National Bank, as trustee for the Falcon Trails Lending Trust 2007
 Recording Date: April 9, 2007
 Recording No: [207047743](#)

(affects proposed Filing 10)

- h. Furnish for recordation a termination statement terminating the financing statement described below

Debtor: Falcon Trails, LLC
 Secured Party: American National Bank, as trustee for the Falcon Trails Lending Trust 2007
 Recording Date: April 9, 2007
 Recording No: [207047744](#)

(affects proposed Filing 10)

- i. Furnish for recordation a full release of deed of trust:

Amount: \$1,200,000.00
 Trustor/Grantor: Falcon Trails, LLC
 Trustee: Public Trustee of El Paso County

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SCHEDULE B
PART I – Requirements
(Continued)

Beneficiary: Esgar Corporation, Esgar Foundation, Schlessman Family Foundation and Sandra L. Garnett, Lee E. Schlessman, Power of Attorney
Recording Date: December 29, 2006
Recording No: [206187769](#)

(affects proposed Filing 9)

j. Furnish for recordation a full release of deed of trust:

Amount: \$5,900,000.00
Trustor/Grantor: Falcon Trails, LLC
Trustee: Public Trustee of El Paso County
Beneficiary: American National Bank, Trustee of the Falcon Trails Lending Trust 2006
Recording Date: July 3, 2006
Recording No: [206097794](#)

(affects proposed Filing 9)

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

Debtor: Falcon Trails, LLC
Secured Party: American National Bank, Trustee of the Falcon Trails Lending Trust 2006
Recording Date: July 3, 2006
Recording No: [206097795](#)

(affects proposed Filing 9)

l. Recordation of Statement of Authority for Falcon Latigo, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

m. Statement of Authority for Falcon Latigo, LLC, a Colorado limited liability company recorded December 28, 2017 at Reception No. [217156095](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Greg Fulton, Manager

n. Recordation of Statement of Authority for BRJM, LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

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SCHEDULE B
PART I – Requirements
(Continued)

- o. Furnish to the Company a Land Survey, Plat or Improvement Location Certificate in form, content and certification to Commonwealth Land Title Insurance Company and Heritage Title Company, Inc..

NOTE: This requirement is necessary for the issuance of Owner's Extended Coverage and the deletion of Standard Exceptions numbered 1, 2 and 3. The Survey or ILC must identify any buildings, structures, fences, or evidence of easements, around the perimeter of the property, which may encroach upon or affect the vacant land to be insured.

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

NOTE: Exception(s) number(ed) 1-4 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

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. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.

Dated: October 3, 1887
 Recording Date: October 3, 1887
 Recording No.: Road [Book A, page 78](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

9. Reservation of mineral rights as contained in Deed recorded June 1, 1954 in [Book 1432 at Page 385](#).

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

Granted to: Mountain View Electric Association, Inc.
Purpose: utility
Recording Date: March 29, 1961
Recording No: [Book 1852 at Page 374](#)

(affects proposed Filing 9)

11. Any taxes or assessments by reason of the inclusion of the Land in the Upper Black Squirrel Creek Ground Water Management District, as evidenced by instrument recorded December 11, 1979 in [Book 3260 at Page 701](#).

12. Any taxes or assessments by reason of the inclusion of the Land in the Falcon Fire Protection District as evidenced by Order and Decree Creating District recorded December 2, 1980 in [Book 3380 at Page 670](#) and February 17, 1981 in [Book 3404 at Page 587](#). Notice of Organization recorded December 2, 1980 in [Book 3380 at Page 675](#) and February 17, 1981 in [Book 3404 at Page 582](#).

13. Reservation of mineral rights as contained in Deed recorded September 4, 1992 in [Book 6036 at Page 621](#).

14. Conveyance of mineral rights as contained in Executor’s Deed recorded August 12, 1996 at Reception No. [102002](#).

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 01-16 as set forth below:

Recording Date: March 21, 2001
Recording No.: [21034003](#)

Certification in connection therewith recorded April 9, 2007 at Reception No. [207047741](#).

16. Terms, conditions, provisions, agreements and obligations contained in the Non-tributary Ground Water Consent Landownership Statements as set forth below:

Recording Date: March 25, 2002
Recording No.: [202046754](#); [202046755](#) and [202046756](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order as set forth below:

Recording Date: August 24, 2004
Recording No.: [204143107](#); [204143108](#) and [204143109](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

18. Intentionally deleted.
19. Intentionally deleted.
20. Terms, conditions, provisions, agreements and obligations and easements contained in the Private Detention Basin Maintenance Agreement and Easement as set forth below:

Recording Date: April 25, 2005
Recording No.: [205057688](#)

Certification in connection therewith recorded April 9, 2007 at Reception No. [207047740](#).

(affects proposed Filing 9)

21. Terms, conditions, provisions, agreements and obligations contained in the Development Assessment and Lien Agreement as set forth below:

Recording Date: April 15, 2003
Recording No.: [203077571](#)

Memorandums recorded April 15, 2003 at Reception No. [203077570](#); [203077627](#) and [203077655](#).

22. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the Land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in the Patent

From: State of Colorado
Recording Date: February 5, 1919
Recording No.: [Book 290 at Page 169](#)

(affects proposed Filing 9)

23. Evidence of severance of mineral rights by Affidavits recorded February 5, 1991 in [Book 5810 at Page 1209](#); January 21, 1993 in [Book 6110 at Page 566](#) and September 24, 1993 in [Book 6267 at Page 744](#) and by Quit Claim Deeds recorded June 23, 1995 in [Book 6671 at Pages 147, 150 and 154](#).

24. Conveyance of Water Rights as contained in Bargain and Sale Deeds recorded March 28, 2000 at Reception No. [200032252](#); May 5, 2000 at Reception No. [200050721](#) and November 9, 2004 at Reception No. [204185546](#).

25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 01-396, Regarding Preliminary Plan as set forth below:

Recording Date: November 2, 2001
Recording No.: [201160240](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

26. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin Maintenance Agreement and Easement as set forth below:

Recording Date: April 25, 2005
Recording No.: [205057687](#)

Certification in connection therewith recorded April 9, 2007 at Reception No. [207047740](#).

(affects proposed Filing 11)

27. Terms, conditions, provisions, agreements and obligations and easements contained in the Temporary Turnaround Easement for Conestoga Trail as set forth below:

Recording Date: April 28, 2003
Recording No.: [203087759](#)

(affects proposed Filing 11)

28. Terms, conditions, provisions, agreements and obligations and easements contained in the Temporary Turnaround Easement for Buffalo River Trail as set forth below:

Recording Date: April 25, 2005
Recording No.: [205057685](#)

(affects proposed Filing 11)

29. Terms, conditions, provisions, agreements and obligations and easements contained in the Temporary Turnaround Easement for Irish Hunter Trail and Oregon Wagon Trail as set forth below:

Recording Date: September 1, 2006
Recording No.: [206130697](#)

(affects proposed Filing 9)

30. Terms, conditions, provisions, agreements and obligations and easements contained in the Access Easement for Irish Hunter Trail and Oregon Wagon Trail as set forth below:

Recording Date: September 1, 2006
Recording No.: [206130698](#)

(affects proposed Filing 9)

31. Terms, conditions, provisions, agreements and obligations and easements contained in the Drainage Easement as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: January 11, 2007
Recording No.: [207005181](#)

(affects proposed Filing 9)

32. Terms, conditions, provisions, agreements and obligations and easement contained in the Temporary Pond Easement as set forth below:

Recording Date: January 16, 2007
Recording No.: [207006891](#)

(affects proposed Filing 9)

33. Intentionally deleted.

34. Intentionally deleted.

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

Granted to: Mountain View Electric Association, Inc.
Purpose: utility
Recording Date: October 27, 1991
Recording No.: [Book 2445 at Page 918](#)

(affects proposed Filing 10)

36. Intentionally deleted.

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

Granted to: Mountain View Electric Association, Inc.
Purpose: utility
Recording Date: June 1, 1988
Recording No.: [Book 5526 at Page 516](#)

(affects proposed Filing 10)

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

Granted to: Mountain View Electric Association, Inc.
Purpose: utility
Recording Date: May 8, 2001
Recording No.: [201060136](#)

(affects Section 8)

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SCHEDULE B
PART II – Exceptions
(Continued)

39. Terms, conditions, provisions, agreements and obligations contained in the Development Assessment and Lien Agreement evidenced by Memorandum as set forth below:

Recording Date: December 29, 2006
Recording No.: [206187770](#)

Memorandum of Indenture of Trust recorded December 29, 2006 at Reception No. [206187771](#).

40. Any taxes or assessments by reason of the inclusion of the Land in the Latigo Creek Metropolitan District, as evidenced by instrument recorded April 27, 2007 at Reception No. [207057002](#).

41. Terms, conditions, provisions, agreements and obligations contained in the Developer Gift Agreement as set forth below:

Recording Date: August 29, 2007
Recording No.: [207113006](#)

(affects proposed Filing 9)

42. Terms, conditions, provisions, agreements and obligations contained in the Developer Gift Agreement as set forth below:

Recording Date: August 29, 2007
Recording No.: [207113007](#)

(affects proposed Filing 10)

43. Any taxes or assessments by reason of the inclusion of the Land in the Latigo Creek Metropolitan District as evidenced by instrument recorded November 29, 2007 at Reception No. [207152165](#). Notice of Special District Disclosure recorded December 18, 2007 at Reception No. [207160588](#).

44. Terms, conditions, provisions, agreements and obligations contained in the Assignment and Assumption of Water Service Agreements as set forth below:

Recording Date: December 5, 2008
Recording No.: [208129086](#) and [208129087](#)

45. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 07-308 as set forth below:

Recording Date: May 7, 2014
Recording No.: [214038072](#)

(affects proposed Filing 9)

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SCHEDULE B
PART II – Exceptions
(Continued)

46. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 07-309 as set forth below:

Recording Date: May 7, 2014
Recording No.: [214038073](#)

(affects proposed Filing 10)

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

Granted to: Mountain View Electric Association Inc.
Purpose: utility
Recording Date: January 4, 2021
Recording No: [221000550](#)

(affects proposed Filing 9)

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

Granted to: Mountain View Electric Association Inc.
Purpose: utility
Recording Date: January 4, 2021
Recording No: [221000551](#)

(affects proposed Filing 9)

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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.

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company, Inc. a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: 494.4 acres Latigo Trails Fil. 9 10 11, Peyton, CO 80831

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Heritage Title Company, Inc., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

SELLER:

Falcon Latigo, LLC, a Colorado limited liability company

SELLER:

SELLER:

State of Colorado
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Falcon Latigo, LLC, a Colorado limited liability company.

(SEAL)

Notary Public
My Commission Expires:

ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT LEGAL DESCRIPTION

A tract of land being a portion of Sections 8, 9, 16 and 17, Township 12 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being described as follows:

Basis of Bearings: The East line of The Trails Filing No. 7 as recorded under Reception No. 205057689 of the records of El Paso County, Colorado, Section 17, Township 12 South, Range 64 West of the 6th P.M., being monumented at the Southerly corner by a No. 4 rebar and surveyor's cap stamped "LS 24964" and at the Northerly corner by a No. 4 rebar and surveyor's cap stamped "LS 24964", is assumed to bear N 01°31'40" W, a distance of 1211.57 feet.

Commencing at the Southeasterly corner of Tract B as platted in The Trails Filing No. 7 recorded under Reception No. 205057689, El Paso County, Colorado, said point being the Point of Beginning;
Thence on the Easterly line of said Trails Filing No. 7, the following Seven (7) courses:

1. N 01°31'40" W, a distance of 1211.57 feet;
2. N 14°33'37" W, a distance of 564.28 feet;
3. N 03°17'21" E, a distance of 122.61 feet;
4. N 21°08'20" E, a distance of 35.39 feet;
5. N 59°50'01" W, a distance of 605.60 feet to a point on curve;
6. On the arc of a curve to the left, whose center bears N 60°53'13" W, having a delta of 05°47'49", a radius of 320.00 feet, a distance of 32.38 feet to a point on curve;
7. N 46°46'40" W, a distance of 613.65 feet to a point on the Easterly line of The Trails Filing No. 2 recorded in Plat Book D4 at Page 96, El Paso County, Colorado;

Thence on said Easterly line of The Trails Filing No. 2, the following Three (3) courses:

1. N 36°43'20" E, a distance of 368.00 feet;
2. N 21°08'20" E, a distance of 915.00 feet;
3. N 00°33'17" E, a distance of 390.45 feet to the Northerly Right-of-Way line of Latigo Boulevard as platted in said Trails Filing No. 2;

Thence S 89°27'15" E, a distance of 59.53 feet;

Thence N 00°33'17" E, a distance of 877.59 feet;

Thence N 51°32'43" E, a distance of 874.75 feet;

Thence N 82°15'53" E, a distance of 1202.60 feet;

Thence N 59°22'39" E, a distance of 244.04 feet;

Thence N 84°23'04" E, a distance of 521.09 feet to a point on curve on the Westerly Right-of-Way line of Eastonville Road;

Thence on said Westerly Right-of-Way line, the following Nine (9) courses:

1. On the arc of a curve to the left, whose center bears N 84°25'53" E, having a delta of 12°15'54", a radius of 3997.66 feet, a distance of 855.76 feet to a point of tangent;
2. S 17°50'01" E, a distance of 1035.60 feet;
3. S 16°43'52" E, a distance of 62.59 feet;
4. S 17°47'07" E, a distance of 2098.14 feet to a point of curve;
5. On the arc of a curve to the right, having a delta of 30°55'46", a radius of 1327.64 feet, a distance of 716.69 feet to a point of tangent;
6. S 13°08'39" W, a distance of 1012.01 feet to a point of curve;
7. On the arc of a curve to the left, having a delta of 19°38'12", a radius of 3233.52 feet, a distance of 1108.21 feet to a point of tangent;
8. S 06°29'33" E, a distance of 419.81 feet to a point of curve;
9. On the arc of a curve to the right, having a delta of 02°56'49", a radius of 670.00 feet, a distance of 34.46 feet to a point on curve, said point being on the South line of said Section 16;

Thence N 89°25'52" W, on the South line of said Section 16, a distance of 2441.20 feet to the Southeast corner of said Section 17;

Thence N 89°25'43" W, on the South line of said Section 17, a distance of 5267.74 feet to the Southwest corner of said Section 17;

Thence N 00°03'15" W, on the West line of said Section 17, a distance of 1516.68 feet to the Southwesterly corner of Lot 41, as platted in The Trails Filing No. 2-B, recorded under Reception No. 203250448, records of El Paso County, Colorado;

Thence S 85°01'40" E on the Southerly line of said Lot 41, a distance of 421.91 feet to a point on the Westerly Right-of-Way line of Conestoga Trail, as platted in The Trails Filing No. 2, recorded in Plat Book D4 at Page 96, records of El Paso County, Colorado;

Thence on said Westerly Right-of-Way, the following Three (3) courses:

1. S 04°58'20" W, a distance of 100.00 feet to a point of curve;
2. On the arc of a curve to the left, having a delta of 62°25'00", a radius of 520.00 feet, a distance of 566.48 feet to a point of tangent;
3. S 57°26'40" E, a distance of 165.00 feet;

Thence N 32°33'20" E on the Southeasterly Right-of-Way line of said Conestoga Trail, and the Southeasterly line of Lot 40, as platted in said The Trails Filing No. 2-B, a distance of 460.00 feet to the Easterly most corner of said Lot 40;

Thence on the Southerly line of said The Trails Filing No. 2-B, the following Five (5) courses:

1. S 67°21'40" E, a distance of 440.00 feet;
2. N 76°58'20" E, a distance of 280.00 feet;
3. S 85°01'40" E, a distance of 1150.00 feet;
4. N 88°28'20" E, a distance of 550.00 feet;
5. N 68°58'20" E, a distance of 150.00 feet to the Southeasterly corner of Lot 107 of said The Trails Filing No. 2-B, said point also being the Southwesterly corner of Lot 1, as platted in The Trails Filing No. 7, recorded under Reception No. 205057689, records of El Paso County, Colorado;

Thence on the Southerly line of said The Trails Filing No. 7, the following Seven (7) courses:

1. N 89°26'47" E, a distance of 411.36 feet to a point on curve;
2. On the arc of a curve to the left, whose center bears N 89°28'37" E, having a delta of 00°01'50", a radius of 2030.00 feet, a distance of 1.08 feet;
3. S 00°33'13" E, a distance of 163.45 feet;
4. N 89°26'47" E, a distance of 60.00 feet;
5. N 00°33'13" W, a distance of 163.45 feet to a point of curve;
6. On the arc of a curve to the right, having a delta of 00°29'41", a radius of 1970.00 feet, a distance of 17.01 feet;
7. N 89°26'47" E, a distance of 637.32 feet to the Point of Beginning;

EXCEPT any portion thereof contained within The Trails Filing No. 8, County of El Paso, State of Colorado, recorded March 2, 2007 under Reception No. 207712541,

County of El Paso, State of Colorado.

Legal prepared by:

Cory L. Sharp, PLS # 32820

For and on behalf of JR Engineering, LLC

Job No. 29278.15-02

Dated: November 1, 2006

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 Heritage Title Company, Inc. 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."
- 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.
- 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.

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

Effective January 1, 2021

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); 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 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 others’ products and services, jointly or independently.

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 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request 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 without your consent.

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 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 (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

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 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 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; Use of Comments or Feedback

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, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

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