



## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **SCB55112169-3**

Date: **10/12/2023**

Property Address: **11716, 11694, & 11672 BENT GRASS MARKET VIEW, PEYTON, CO 80831**

### For Closing Assistance

Kris DeHerrera  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(719) 381-0243 (Work)  
(877) 334-2012 (Work Fax)  
[kdeherrera@ltgc.com](mailto:kdeherrera@ltgc.com)  
Contact License: CO463794  
Company License: CO44565

### Closing Associate

Tessa Cooper  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(719) 381-0248 (Work)  
(800) 614-3902 (Work Fax)  
[tecooper@ltgc.com](mailto:tecooper@ltgc.com)  
Contact License: CO684797  
Company License: CO44565

### Closing Processor

Hayden Cruse  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(719) 381-0259 (Work)  
[hcruse@ltgc.com](mailto:hcruse@ltgc.com)  
Company License: CO44565

### For Title Assistance

Beth Schantz  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(303) 850-4162 (Work)  
(719) 634-3190 (Work Fax)  
[bschantz@ltgc.com](mailto:bschantz@ltgc.com)

BENT GRASS LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Attention: NATHAN DERWICK  
555 AMELIA ST  
STE 100  
Colorado Springs, CO 80915  
(719) 578-8833 (Cell)  
[nathan@copestone-cm.com](mailto:nathan@copestone-cm.com)  
Delivered via: Electronic Mail

MULLIKEN WEINER BERG & JOLIVET P.C.  
Attention: CAROLEEN F. JOLIVET, ESQ.  
102 S TEJON ST  
STE 900  
Colorado Springs, CO 80903  
(719) 635-8750 (Cell)  
[ljolivet@mullikenlaw.com](mailto:ljolivet@mullikenlaw.com)  
Delivered via: Electronic Mail

LAND FIRST INC., A COLORADO CORPORATION  
Attention: RONALD WALDTHAUSEN  
1378 PROMONTORY BLUFF VIEW  
COLORADO SPRINGS, CO 80921  
(719) 491-0801 (Cell)  
(719) 598-3247 (Work)  
(719) 598-3237 (Work Fax)  
rwaldthausen@yahoo.com  
landfirstinc@yahoo.com  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** SCB55112169-3

**Date:** 10/12/2023

**Property Address:** 11716, 11694, & 11672 BENT GRASS MARKET VIEW, PEYTON, CO 80831

**Seller(s):** LAND FIRST INC., A COLORADO CORPORATION

**Buyer(s):** BENT GRASS LLC, A COLORADO LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	\$1,602.00
Tax Certificate 53011-01-060 (OUTED PARCEL)	\$27.00
<b>TOTAL</b>	<b>\$1,629.00</b>

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 03/08/2018 under reception no. 218027014](#)

Plat Map(s):

[El Paso county recorded 12/20/2022 under reception no. 222715062](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: SCB55112169-3

**Property Address:**

11716, 11694, & 11672 BENT GRASS MARKET VIEW, PEYTON, CO 80831

**1. Commitment Date:**

10/06/2023 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 07-30-21 Reissue Rate

\$1,367,315.00

Proposed Insured:

BENT GRASS LLC, A COLORADO LIMITED LIABILITY  
COMPANY

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**

LAND FIRST INC., A COLORADO CORPORATION

**5. The Land is described as follows:**

LOTS 1, 2 AND 3, BENT GRASS EAST COMMERCIAL FILING NO. 3, COUNTY OF EL PASO, STATE OF  
COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SCB55112169-3

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. PARTIAL RELEASE OF DEED OF TRUST DATED SEPTEMBER 10, 2020, FROM LAND FIRST INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO FOR THE USE OF WAYPOINT BANK TO SECURE THE SUM OF \$550,000.00 RECORDED SEPTEMBER 14, 2020, UNDER RECEPTION NO. [220142552](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MAY 12, 2022, UNDER RECEPTION NO. [222066967](#).

MODIFICATION OF SAID DEED OF TRUST RECORDED MAY 12, 2022 UNDER RECEPTION NO. [222066968](#).

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR BENT GRASS LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF BENT GRASS LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. SPECIAL WARRANTY DEED FROM LAND FIRST INC., A COLORADO CORPORATION TO BENT GRASS LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2022 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2023, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: SCB55112169-3

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 03, 1893, IN BOOK 143 AT PAGE [4](#).
10. UTILITY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICITY, COMMUNICATIONS AND INCIDENTAL PURPOSES, IN INSTRUMENT RECORDED SEPTEMBER 09, 1964, IN BOOK 2033 AT PAGE [442](#).
11. RESERVATION OF ONE-HALF OF ANY AND ALL INTEREST IN COAL, OIL, GAS AND OTHER MINERALS IN, UNDER AND UPON THE SUBJECT PROPERTY, BY JUANITA HUDSON IN WARRANTY DEED RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE [333](#), OR A SEVERANCE OF MINERALS THEREOF AND ANY ASSIGNMENTS OR INTERESTS THEREIN
12. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLATKI AND MYRLE E. HLATKI IN WARRANTY DEED RECORDED NOVEMBER 20, 1978 IN BOOK 3110 AT PAGE 614, OR A SEVERANCE OF MINERALS THEREOF AND ANY ASSIGNMENTS OR INTERESTS THEREIN. BENEFICIARY DEED IN CONNECTION THEREWITH RECORDED JANUARY 14, 2019 UNDER RECEPTION NO. [219004276](#).
13. INCLUSION OF SUBJECT PROPERTY IN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN BOOK 3260 AT PAGE [701](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: [SCB55112169-3](#)

14. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE [670](#) AND RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE [675](#) AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [582](#) AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [587](#).
15. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 12, 2003, UNDER RECEPTION NO. [203286253](#) AND JANUARY 23, 2004 UNDER RECEPTION NO. [204013207](#) AND AMENDMENT TO INCLUSION AGREEMENT RECORDED MAY 22, 2019 UNDER RECEPTION NO. [219055421](#).
16. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 29, 2004, UNDER RECEPTION NO. [204016142](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 04-501, REGARDING SKETCH PLAN, RECORDED JANUARY 24, 2005, UNDER RECEPTION NO. [205011638](#).
18. WATER, WATER RIGHTS, TERMS, CONDITIONS AND PROVISIONS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 UNDER RECEPTION NUMBERS [205048369](#), [205048370](#) AND [205048371](#).
19. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THAT SPECIAL WARRANTY DEED--WATER RIGHTS RECORDED APRIL 8, 2005 UNDER RECEPTION NO. [205050350](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 07-133, REGARDING ZONING, RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072586](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 07-134, REGARDING ZONING, RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072587](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 07-135, REGARDING APPROVAL OF PRELIMINARY PLAN FOR BENT GRASS I, RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072588](#).
23. THE EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER RECEPTION NO. [207074523](#).
24. INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 25, 2007, UNDER RECEPTION NO. [207124524](#), NOVEMBER 29, 2007 UNDER RECEPTION NO. [207152168](#) AND RECORDED DECEMBER 11, 2007 UNDER RECEPTION NO. [207157347](#) AND RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. [207160587](#) AND RECORDED AUGUST 7, 2013 UNDER RECEPTION NO. [213101580](#).
25. OIL AND GAS LEASE BETWEEN JUANITA HUDSON AND RED RIVER RESOURCES, LLC, RECORDED DECEMBER 27, 2011 UNDER RECEPTION NO. [211128377](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.  
  
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 13-141, REGARDING APPROVAL OF PRELIMINARY PLAN REQUEST FOR BENT GRASS EAST COMMERCIAL, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. [213039538](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 13-143, REGARDING ZONING, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. [213039539](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: [SCB55112169-3](#)

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 03, 2013 UNDER RECEPTION NO. [213071317](#) AND SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 22, 2015 UNDER RECEPTION NO. [215064707](#). SECOND ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 1, 2016 UNDER RECEPTION NO. [216073107](#).
29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS EAST COMMERCIAL FILING NO. 1 RECORDED JUNE 3, 2013 UNDER RECEPTION NO. [213713328](#). RESOLUTION NO. 13-142 IN CONJUNCTION THEREWITH RECORDED AUGUST 01, 2013 AT RECEPTION NO. [213098893](#). RESOLUTION NO. 15-154 RECORDED APRIL 07, 2015 UNDER RECEPTION NO. [215033466](#) CHANGING THE NAME OF TREY LANE IN SAID SUBDIVISION TO MERIDIAN PARK DRIVE. RESOLUTION NO. 15-265 IN CONNECTION THEREWITH RECORDED JULY 08, 2015 UNDER RECEPTION NO. [214072493](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIVE COVENANT AGREEMENT RECORDED JULY 31, 2013 UNDER RECEPTION NO. [213098664](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 14-341 REGARDING APPROVAL OF PRELIMINARY PLAN REQUEST FOR BENT GRASS EAST COMMERCIAL (SP-14-009) RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. [214083055](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN USE RESTRICTION AGREEMENT RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. [214085629](#) AND FIRST AMENDMENT TO USE RESTRICTION AGREEMENT RECORDED OCTOBER 17, 2014 UNDER RECEPTION NO. [214095183](#). SECOND AMENDMENT TO USE RESTRICTION AGREEMENT RECORDED JULY 9, 2018 UNDER RECEPTION NO. [218078629](#).
33. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS EAST COMMERCIAL FILING NO. 2 RECORDED OCTOBER 09, 2014 UNDER RECEPTION NO. [214713515](#). RESOLUTION NO. 14-340 IN CONNECTION THEREWITH RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. [214083054](#). RESOLUTION NO. 15-265 IN CONNECTION THEREWITH RECORDED JULY 08, 2015 UNDER RECEPTION NO. [214072493](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED OCTOBER 09, 2014 UNDER RECEPTION NO. [214092268](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE DETENTION BASIN/STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT RECORDED OCTOBER 09, 2014 UNDER RECEPTION NO. [214092269](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT IN RESOLUTION NO. 15-109 RECORDED MARCH 06, 2015 UNDER RECEPTION NO. [215021334](#).
37. EASEMENTS AND RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BENT GRASS COMMERCIAL MERCHANTS ASSOCIATION (BENT GRASS EAST COMMERCIAL) RECORDED MAY 25, 2018, UNDER RECEPTION NO. [218059945](#).



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** SCB55112169-3

38. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS EAST COMMERCIAL FILING NO. 2B RECORDED JUNE 27, 2018 UNDER RECEPTION NO. [218714172](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED FEBRUARY 25, 2019 UNDER RECEPTION NO. [2190019206](#).
40. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS EAST COMMERCIAL FILING NO. 3 RECORDED DECEMBER 20, 2022 UNDER RECEPTION NO. [222715062](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 21-425, REGARDING APPROVAL OF PRELIMINARY PLAN FOR BENT GRASS EAST COMMERCIAL RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. [221208539](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 22-131, REGARDING APPROVAL OF FINAL PLAT FOR BENT GRASS EAST COMMERCIAL FILING NO. 3 RECORDED APRIL 20, 2022 UNDER RECEPTION NO. [222055177](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 20, 2022 UNDER RECEPTION NO. [222151372](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BENT GRASS EAST COMMERCIAL FILING NO. 3 ESCROW AGREEMENT RECORDED JANUARY 12, 2023 UNDER RECEPTION NO. [223003055](#).
45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FIRST AMENDMENT TO THE RESOLUTION REGARDING WOODMEN HILLS DISTRICT CHARGES AND FEES RECORDED MARCH 13, 2023 UNDER RECEPTION NO. [223020253](#).
46. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENTS RECORDED MAY 23, 2023 UNDER RECEPTION NOS. [223042786](#) AND [223042787](#).



# ALTA Commitment For Title Insurance

## issued by Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for 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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National 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.

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## Land Title Guarantee Company Disclosure Statements

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



## **Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Guarantee Company of Summit County Land Title Insurance Corporation and Old Republic National Title Insurance Company**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.