

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 3/13/18

Receipt No. 521129

Processed by TL

Customer: MEADOWBROOK DEVELOPMENT LLC,

Check No. 3500091/93/94/

Payment Method CHECK

Item	Description	Prefix	Type	Rate	Qty	Amount
K02	Bridge Fees, Basin = SANDCREEK			46,694.00	1	46,694.00
				0.00		0.00
K07	School Fees, School District=			14,615.00	1	14,615.00
K30	Park Fees/Regional per Dwelling Unit			32,153.00	1	32,153.00
2	PROJECT NAME: MEADOWBROOK DEVELOPMENT					0.00
K28	Mylar Pages (each page)			13.00	1	13.00
K29	Mylar/Plat Copies (per page)			10.00	2	20.00
K39	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K40	SIA Subdivision Improvement Agreement (each additional page)			5.00	7	35.00
K20	Detention Pond Maintenance Agreement (1st page)			13.00	1	13.00
K21	Detention Pond Maintenance Agreement (each additional)			5.00	11	55.00
K18	Covenants (1st page)			13.00	1	13.00
K19	Covenants (each additional)			5.00	30	150.00
J00	Miscellaneous - Other			0.00		0.00

Total \$93774.00

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 54080-00-055

2017 TAXES PAYABLE 2018

Owner Per Tax Record: MEADOWBROOK DEVELOPMENT LLC

Property Type: Real Estate
 Property Location: MEADOWBROOK PKWY
 Property Description: PT OF S2 SEC 08-14-65 DES AS FOLS: COM AT W4 COR OF SD SEC 8, TH N 89<43'13" E 1249.50 FT ALG N LN OF S2 SEC 8 TO NE COR OF TR DES IN BK 2190-226 & BEING POB OF TR
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

Assessed Value		
Land	\$	104510
Improvement	\$	0
TOTAL	\$	104510

<u>Tax District: FBF</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	797.93
EPC ROAD & BRIDGE (UNSHARED)	0.000330	34.49
COLO SPGS SCHOOL NO 11 - GEN	0.048986	5119.53
COLO SPGS SCHOOL NO 11 - BOND	0.003513	367.14
* PIKES PEAK LIBRARY	0.003812	398.39
CIMARRON HILLS FIRE PROTECTION	0.016200	1693.06
MEADOWBROOK CROSSING METROPOLITAN	0.060000	6270.60
TOTAL	0.140476	14681.14

*Temporary tax rate reduction/tax credit
 Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through MARCH 30th, 2018 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 12th day of MARCH A.D. 2018

Issued to: epc\trstroup Treasurer

Mark Lowderman
Treasurer, El Paso County

Meadowbrook Development LLC
 Fee for issuing this certificate \$10.00 20180312 33329

By: 



First American Title Insurance Company - NCS
1125 17th Street, Suite 500
Denver, Colorado 80202
 Phone: **(303)876-1112** Fax: **(877)235-9185**

DATE: February 20, 2018

FILE NUMBER: NCS-889833-CO

PROPERTY ADDRESS: Meadowbrook Crossing Filing No. 1, Colorado, CO

OWNER/BUYER: Meadowbrook Development LLC/Century Land Holdings, LLC

YOUR REFERENCE NUMBER: Meadowbrook Crossing Filing No. 1

ASSESSOR PARCEL NUMBER:

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:

Transmittal:

Revision No.:

Schedule A:

Schedule B - Section 1 Requirements:

Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO: First American Title Insurance
Company National Commercial
Services
1125 17th Street, Suite 500
Denver, Colorado 80202**

TITLE OFFICER: Daniel Bennetts

PHONE: (303)876-1112

FAX: (877)235-9185

E-MAIL: DBennetts@firstam.com

DELIVERY: E-MAIL

**TO: First American Title Insurance
Company National Commercial
Services
1125 17th Street, Suite 500
Denver, CO 80202**

ESCROW OFFICER: Aaron Harris

PHONE: (303)876-1112

FAX: (877)235-9185

E-MAIL: aharris@firstam.com

DELIVERY: E-MAIL

**To: Century Communities, Inc.
8390 E Crescent Parkway, Suite 650
Greenwood Village, CO 80111**

ATTN: Audrey Baker et al

PHONE: (877)869-6748

MOBILE:

FAX: (303)770-8320

**E-MAIL: audreyb@centurycommunities.com;
lieselc@centurycommunities.com;
carl.nelson@centurycommunities.com**

DELIVERY: E-MAIL

To: Century Land Holdings
8390 E Crescent Parkway, Suite 650
Greenwood Village, CO 80111

ATTN: Mike Fenton
PHONE: (877)869-6748
MOBILE:
FAX: (303)770-8320
E-MAIL: mikef@centurycommunities.com
DELIVERY: E-MAIL

To: Quantum Commercial Group Inc.
101 N Cascade Ave Ste 200
Colorado Springs , CO 80903

ATTN: Jack Mason
PHONE:
MOBILE:
FAX:
E-MAIL: jmason@quantumcommercial.com
DELIVERY: E-MAIL

To: Meadowbrook Development LLC
90 South Cascade Avenue, Suite
1500
Colorado Springs, CO 80903

ATTN: Danny Mientka et al
PHONE:
MOBILE:
FAX:
E-MAIL: danny@theequitygroup.net;
kelly@theequitygroup.net
DELIVERY: E-MAIL

To: Sherman & Howard

ATTN: Bruce Kolbezen et al
PHONE:
MOBILE:
FAX:
E-MAIL: bkolbezen@shermanhoward.com;
lchavez@shermanhoward.com
DELIVERY: E-MAIL

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American 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.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A**

1. Effective Date: February 02, 2018 at 5:00 p.m.
 - a. ALTA Owner's Policy (06-17-06) \$0.00

Proposed Insured:
None
 - b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:
None
2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:

Meadowbrook Development LLC, a Colorado limited liability company
4. The Land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: Meadowbrook Crossing Filing No. 1,
Colorado, Colorado

EXHIBIT A

Commitment No.: NCS-889833-CO

The land referred to in Schedule A is situated in the County of El Paso, State of Colorado and is described as follows:

Commencing at the West one-quarter corner of Section 8, Township 14 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado; thence N 89°43'13" E, along the North line of the South one-half of said Section 8, a distance of 1249.12 feet; thence leaving said section line S 03°55'24" W, a distance of 8.43 feet to the point of beginning, said point also being a point on the South line of Cimarron Hills Filing No. 4, recorded at Reception No. 703847 in the offices of the El Paso County Clerk & Recorder, State of Colorado; thence along said South line the following two (2) courses:

1. S 89°54'06" E, a distance of 1056.49 feet;
2. N 44°24'06" E a distance of 21.62 feet to a point on the North line of the South one-half of said Section 8, thence continuing along said North line N 89°43'13" E, a distance of 890.44 feet to a point on the Northwesterly right-of-way line of Meadowbrook Parkway, as shown on the plat of Claremont Business Park Filing No. 2, recorded at Reception No. 207712506 in the offices of the El Paso County Clerk & Recorder, State of Colorado; thence along said Northwesterly right-of-way line the following three (3) courses:

1. Along a curve of an arc to the right, said curve having a radius of 525.00 feet, an arc length of 329.56 feet and a delta angle of 35°58'01";
2. S 51° 18' 59" W, a distance of 695.64 feet;
3. S 41°14' 35" E, a distance of 80.05 feet to a point on the Southerly line of a tract of land described in Book 2190 at Page 226 of the records of said El Paso County; thence leaving said Northwesterly right-of-way line and continuing along said Southerly line of Book 2190 at Page 226, S 51°18'30" W, a distance of 198.78 feet; thence S 89°43'09" W, a distance of 1198.83 feet to a point being the Southeast corner of said tract of land described in Book 2190 at Page 226 and also being a point on the East line of Softball West Subdivision No. 2, recorded under Plat Book T-3 at Page 112 of the records of said El Paso County; thence along the West line of said tract of land described in Book 2190 at Page 226, N 03°55'24" E, a distance of 880.26 feet to the point of beginning.

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

COMMITMENT FOR TITLE INSURANCE FORM**SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are 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 in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Rights of upper and lower riparian owners in and to the free and unobstructed flow water of the East Fork Sand Creek extending through the land, without diminution.
9. The right of a proprietor of a vein or lode 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 January 10, 1874 in Book K at Page 47, and in Book K at Page 550.
10. Coal reservations as set forth in Deeds recorded November 27, 1918 in Book 565 at Page 97 and December 9, 1920 in Book 565 at Page 229.
11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherokee Water and Sanitation District, as evidenced by instrument recorded July 10, 1984 in Book 3892 at Page 529.
12. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cimarron Hills Street Improvement District, as evidenced by instrument recorded October 2, 1984 in Book 3923 at Page 978.

13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement recorded December 16, 1998 at Reception No. 98185706.

NOTE: Quit Claim Deed in connection therewith recorded December 29, 2005 at Reception No. 205204557.
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Water Line Easement Agreement recorded December 9, 2005 at Reception No. 205196781.
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Access Easement Agreement recorded December 9, 2005 at Reception No. 205196782.
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement recorded December 9, 2005 at Reception No. 205196786.
17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement recorded March 29, 2007 at Reception No. 207043177.
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Wastewater Line Easement Agreement recorded July 17, 2007 at Reception No. 207095289.
19. Terms, conditions, provisions, obligations and agreements as set forth in the Non-Recourse Reimbursement Agreement recorded September 29, 2008 at Reception No. 208106724.
20. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 16-349 recorded October 5, 2016 at Reception No. 216114674.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 16-345 recorded October 5, 2016 at Reception No. 216114888, and Amendments recorded November 15, 2016 at Reception No. 216132819 and December 19, 2016 at Reception No. 216146978.
22. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Meadowbrook Crossing Metropolitan District, as evidenced by instruments recorded November 21, 2016 at Reception No. 216135227, November 23, 2016 at Reception No. 216136635, November 28, 2016 at Reception No. 216137437, May 2, 2017 at Reception No. 217050318 and May 11, 2017 at Reception No. 217054768, and Amendments recorded November 20, 2017 at Reception No. 217140966, and November 22, 2017 at Reception No. 217142563.
23. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 17-021 recorded January 10, 2017 at Reception No. 217003323.
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Avigation Easement recorded March 17, 2017 at Reception No. 217030936.
25. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded May 4, 2017 at Reception No. 217051824.
26. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 17-237 recorded August 22, 2017 at Reception No. 217101050.
27. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 17-263 recorded September 27, 2017 at Reception No. 217116464.

28. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 17-323 recorded November 14, 2017 at Reception No. 217138488.
29. Existing leases and tenancies.
30. Deed of Trust from Meadowbrook Development LLC to the Public Trustee of El Paso County for the use of Meadowbrook Capital, LLC to secure an indebtedness in the principal sum of \$6,400,000.00, and any other amounts and/or obligations secured thereby, dated September 7, 2017 and recorded September 8, 2017 at Reception No. 217108646.

NOTE: Disburser's Notice in connection therewith recorded September 8, 2017 at Reception No. 217108647.

EXHIBIT B
Statement of Charges

Informational Commitment

\$ 0.00

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 a 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 Colorado Division of Insurance Regulations 8-1-2, 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 the 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 C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

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 an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.