



55 Madison Street, Suite 400  
Denver, CO 80206

**Date:** January 25, 2018  
**File Number:** 17000311064  
**Property:** . Meadowbrook Parkway, Colorado Springs, CO

Please direct all Closing inquiries to:

Phone:  
Email Address:

Please direct all Title inquiries to:

Lynda Rosamond (STC)  
Phone: (303) 780-4012  
Email Address: [lynda.rosamond@stewart.com](mailto:lynda.rosamond@stewart.com)

**OWNER:**

Meadowbrook Development LLC

**DISTRIBUTION:**

The Equity Group LLC  
90 S Cascade Ave, Suite 1500  
Colorado Springs, CO 80903

**Contact:** Danny Mientka  
**Email:** [danny@theequitygroup.net](mailto:danny@theequitygroup.net)

Delivery Method: Emailed

**ATTACHED PLEASE FIND THE FOLLOWING: Information Only Title Commitment**

***We Appreciate Your Business and Look Forward to Serving You in the Future.***

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas 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 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.

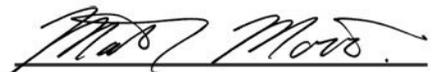
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature



  
\_\_\_\_\_  
Matt Morris  
President and CEO

Stewart Title Guaranty Company  
Commercial Services (Denver)  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333

  
\_\_\_\_\_  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

## 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.
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 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/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 17000311064

**1. Effective Date:** January 22, 2018, at 5:30 P.M.

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) ALTA Owner's Policy                      Information Only Title Commitment

(b) ALTA Loan Policy

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

Fee Simple

**4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:**

Meadowbrook Development LLC, a Colorado limited liability company

**5. The land referred to in this Commitment is described as follows:**

See Attached Legal Description

Purported Address:  
. Meadowbrook Parkway  
Colorado Springs, CO

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

**Commercial Rate:**

|                             |          |
|-----------------------------|----------|
| To Be Determined Commitment | \$500.00 |
| Fee**:                      |          |

(Schedule No(s) pt 54080-00-055)

\*\* Will be applied to premium if policy issued.

## SCHEDULE A

### LEGAL DESCRIPTION

That portion of the following described parcel to be known and platted as:

Lots 1 through 22, inclusive;  
Lots 25 through 37, inclusive;  
Lots 38 through 47, inclusive;  
and Lots 58 through 69, inclusive,  
Meadowbrook Crossing Filing No. 1,  
County of El Paso,  
State of Colorado:

**COMMENCING** at the West one-quarter corner of Section 8, Township 14 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado;  
thence North 89° 43' 13" East, along the North line of the South one-half of said Section 8, a distance of 1249.12 feet;  
thence leaving said Section line South 03° 55' 24" West, 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 in [Plat Book M-2 at Page 59](#), Reception No. 703847 in the offices of the El Paso County Clerk and Recorder, State of Colorado;  
thence along said South line, the following two (2) courses:

1. South 89° 54' 06" East, a distance of 1056.49 feet;
2. North 44° 24' 06" East, 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 North 89° 43' 13" East, a distance of 890.44 feet to a point on the Northwesterly right-of-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 and 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. South 51° 18' 59" West, a distance of 695.64 feet;
3. South 41° 14' 35" East, 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](#), South 51° 18' 30" West, a distance of 198.78 feet;  
thence South 89° 43' 09" West, 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 in [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, North 03° 55' 24" East, a distance of 880.26 feet to the **POINT OF BEGINNING**,  
County of El Paso,  
State of Colorado

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 17000311064

**The following are the requirements to be complied with:**

1. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 17000311064

**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. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Right of proprietor of a vein or lode to extract and remove his ore there from 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](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Right of proprietor of a vein or lode to extract and remove his ore there from should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded August 2, 1875 in [Book K at Page 550](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Reservation to the parties of the first part of the ownership of all deposits of coal contained in said lands without interfering with the improvements or crops of the second party for the purpose of drilling the said lands in prospecting for such deposits of coal, and the further right to mine and remove all such deposits of coal from the said land, together with such use and occupation of such portions thereof as may be reasonably necessary for mining and transportation purposes, while said coal is being so mined and removed; contained in Warranty Deed recorded November 27, 1918 [in Book 565 at Page 97](#).  
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Reservation to the parties of the first part of the ownership of all deposits of coal contained in said lands without interfering with the improvements or crops of the second party for the purpose of drilling the said lands in prospecting for such deposits of coal, and the further right to mine and remove all such deposits of coal from the



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

said land, together with such use and occupation of such portions thereof as may be reasonably necessary for mining and transportation purposes, while said coal is being so mined and removed; contained in Warranty Deed recorded December 9, 1920 in [Book 565 at Page 229](#).

NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Order for Inclusion in the Cherokee Water and Sanitation District recorded July 10, 1984 in [Book 3892 at Page 529](#).
14. Grant of Easement recorded December 16, 1998 at [Reception No. 98185706](#).  
NOTE: Quitclaim Deed recorded December 29, 2005 at [Reception No. 205204557](#).
15. Grant of Easement recorded December 9, 2005 at [Reception No. 205196786](#).
16. Permanent Easement recorded March 29, 2007 at [Reception No. 207043177](#).  
NOTE: Resolution No. 97-89A recorded in connection therewith on March 29, 2007 at [Reception No. 207043176](#).
17. Resolution No. 16-345 recorded October 5, 2016 at [Reception No. 216114888](#).  
NOTE: Resolution No. 16-345 Amended recorded November 15, 2016 at [Reception No. 216132819](#).  
NOTE: Resolution No. 16-345 Amendment No. 2 recorded December 19, 2016 at [Reception No. 216146978](#).
18. Notice of Special District Authorization or Issuance of General Obligation Indebtedness recorded November 21, 2016 at [Reception No. 216135227](#).  
NOTE: Decree and Order Forming the District recorded November 23, 2016 at [Reception No. 216136635](#).  
NOTE: Exhibit E recorded November 26, 2016 at [Reception No. 216137437](#) and Amended recorded May 2, 2017 at [Reception No. 217050318](#).  
NOTE: Resolution recorded May 4, 2017 at [Reception No. 217051824](#).  
NOTE: Order: Proposed Court Order for Inclusion of Real Properties recorded May 11, 2017 at [Reception No. 217054768](#).  
NOTE: El Paso County Special District Annual Report and Disclosure Form (Second Amended) recorded November 20, 2017 at [Reception No. 217140966](#).  
NOTE: El Paso County Special District Annual Report and Disclosure Form (Amended) recorded November 22, 2017 at [Reception No. 217142563](#).
19. Resolution No. 17-021 recorded January 10, 2017 at [Reception No. 217003323](#).
20. Avigation Easement recorded March 17, 2017 at [Reception No. 217030936](#).
21. Resolution No. 17-237 recorded August 22, 2017 at [Reception No. 217101050](#).
22. Resolution No. 17-263 recorded September 27, 2017 at [Reception No. 217116464](#).
23. Resolution No. 17-323 recorded November 14, 2017 at [Reception No. 217138488](#).
24. All matters set forth on the plat for Meadowbrook Crossing Filing No. 1 recorded \_\_\_\_\_, 2018 at Reception No. \_\_\_\_\_ (to be recorded)
25. Covenants, Conditions and Restriction for Meadowbrook Crossing recorded \_\_\_\_\_, 2018 at Reception No. \_\_\_\_\_ (to be recorded)
26. Existing leases or tenancies, if any, and any and all parties claiming by, through or under said lessees.  
NOTE: The present ownership of the leaseholds created by said leases, if any, referenced above and other

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

matters affecting the interest of the lessees are not shown herein.

27. Construction Deed of Trust from Meadowbrook Development LLC, a Colorado limited liability company, for the benefit of Meadowbrook Capital, LLC, a Delaware limited liability company, to secure \$6,400,000.00, dated September 7, 2017, and recorded September 8, 2017, at [Reception No. 217108646](#).

NOTE: Notice by Disburser recorded September 8, 2017 at [Reception No. 217108647](#).



Stewart Title Guaranty Company  
55 Madison Street, Suite 400  
Denver, CO 80206  
(303) 331-0333 Phone  
(303) 331-9867 Fax

## **MINERAL DISCLOSURE**

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.