



1975 Research Parkway, Suite 105  
Colorado Springs, CO 80920

DATE: **August 26, 2019**  
FILE NUMBER: **592-H0573531-071-CS9**  
PROPERTY ADDRESS: **Estates at Rolling Hills Ranch No 1, Peyton, CO**  
BUYER/BORROWER: **GTL, Inc., a California corporation**  
OWNER(S):  
YOUR REFERENCE NUMBER:  
ASSESSOR PARCEL NUMBER: **42191-00-002 42000-00-407**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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: <b>Heritage Title Company, Inc. 1975 Research Parkway Suite 105 Colorado Springs, CO 80920</b>	ATTN: <b>Cindy Stimits PHONE: (719) 592-9933 FAX: (866) 828-9543 E-MAIL: <a href="mailto:cstimits@heritagetco.com">cstimits@heritagetco.com</a></b>
TO: <b>GTL, Inc., a California corporation</b>	ATTN: <b>Raul Guzman PHONE: FAX: E-MAIL: <b>Delivered via email</b></b>
TO: <b>GTL, Inc. 3575 Kenyon Street San Diego, CA 92110</b>	ATTN: <b>Nancy Lane PHONE: (619) 223-1663 FAX: (619) 223-2865 E-MAIL: <a href="mailto:nancy@techbilt.com">nancy@techbilt.com</a></b>
TO: <b>GTL, Inc. 3575 Kenyon Street San Diego, CA 92110</b>	ATTN: <b>Tom Kerby PHONE: (619) 223-1663 FAX: (619) 223-2865 E-MAIL: <a href="mailto:tom@meridianranch.com">tom@meridianranch.com</a></b>
TO: <b>Colorado Springs North Escrow 1975 Research Parkway Suite 105 Colorado Springs, CO 80920</b>	ATTN: <b>Cindy Stimits PHONE: (719) 592-9933 FAX: (866) 828-9543 E-MAIL: <a href="mailto:cstimits@heritagetco.com">cstimits@heritagetco.com</a></b>

**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 Williams  
Terry Williams  
Authorized Officer or Agent



By: [Signature]

ATTEST

President

[Signature]

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: 950 S. Cherry Street, #1400, Denver, CO 80246  
Loan ID Number:  
Issuing Office File Number: 592-H0573531-071-CS9  
Property Address: Estates at Rolling Hills Ranch No 1, Peyton, CO  
Revision Number:

**SCHEDULE A**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **August 20, 2019**
2. Policy to be issued:
  - (a) **None**  
Proposed Insured:  
Proposed Policy Amount:
  - (b) **None**  
Proposed Insured:  
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:  
[GTL, Inc., a California corporation](#)
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**PREMIUMS:**

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## EXHIBIT A

### LEGAL DESCRIPTION

Estates at Rolling Hills Ranch Filing No. 1

A parcel of land located in a portion of Section 19 and 20, in Township 12 South, Range 64 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado,, more particularly described as follows:

Beginning at the Southern most corner of Tract C of Meridian Ranch Estates Filing No. 2, recorded with Reception No. 213713406 in the records of El Paso County;

The following eight (8) courses are along said line of Tract C and boundary of said Meridian Ranch Estate Filing No. 2:

Thence N 72°25'54" E a distance of 442.10 feet to a curve to the right;  
 Thence on the arc of said curve, having a radius of 3300.00 feet, a delta angle of 14°24'45", an arc length of 830.10 feet, whose long chord bears N 79°38'16" E a distance of 827.92 feet;  
 Thence N 42°55'36" E a distance of 31.60 feet;  
 Thence on the arc of said curve, having a radius of 260.00 feet, a delta angle of 33°20'58", an arc length of 151.33 feet, whose long chord bears N 14°36'05" E a distance of 149.21 feet;  
 Thence N 57°09'47" W a distance of 17.27 feet;  
 Thence N 64°40'14" W a distance of 392.46 feet;  
 Thence N 11°10'28" W a distance of 81.37 feet to a point on the Southeast corner of Tract A of Meridian Ranch Estates Filing No. 3, recorded with Reception No. 216713852 in the records of El Paso County;

The following six (6) courses are along said Tract A and the boundary of said Meridian Ranch Estates Filing No. 3:

Thence N 11°10'28" W a distance of 163.41 feet;  
 Thence N 22°25'07" W a distance of 421.43 feet;  
 Thence N 39°04'57" W a distance of 244.00 feet;  
 Thence N 34°57'33" W a distance of 239.34 feet;  
 Thence N 06°29'52" W a distance of 236.42 feet;  
 Thence N 00°00'00" E a distance of 552.46 feet to a point on the North line of the Northeast ¼ of said Section 19;  
 Thence S 89°18'07" E on said North section line a distance of 603.18 feet;  
 Thence S 00°00'00" E a distance of 672.92 feet;  
 Thence S 35°00'00" E a distance of 540.00  
 Thence S 30°02'34" E a distance of 180.68 feet;  
 Thence S 00°00'00" E a distance of 254.85 feet;  
 Thence S 38°41'44" W a distance of 150.00 feet;  
 Thence S 51°18'16" E a distance of 170.23 feet;  
 Thence N 83°41'44" E a distance of 31.11 feet;  
 Thence S 51°18'16" E a distance of 30.00 feet;  
 Thence S 38°41'44" W a distance of 231.44 feet to a point or curve to the left;  
 Thence on the arc of said curve, having a radius of 220.00 feet, a delta angle of 40°46'08", an arc length of 156.54 feet, whose long chord bears S 18°18'40" W a distance of 153.261 feet;  
 Thence S 02°04'24" E a distance of 45.00 feet;  
 Thence S 47°04'24" E a distance of 100.00 feet;  
 Thence S 42°56'08" W a distance of 31.12 feet to a non-tangent point of curve to the right;

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**EXHIBIT A**  
(Continued)

Thence on the arc of said curve, having a radius of 630.00 feet, a delta angle of 22°38'05", an arc length of 248.88 feet, whose long chord bears S 09°30'41" W a distance of 247.27 feet;  
 Thence S 20°49'43" E a distance of 52.81 feet;  
 Thence S 22°23'52" E a distance of 32.06 feet;  
 Thence S 24°30'35" W a distance of 60.00 feet;  
 Thence S 72°56'20" W a distance of 32.99 feet to a non-tangent point of curve to the right;  
 Thence on the arc of said curve, having a radius of 330.00 feet, a delta angle of 04°41'46", an arc length of 27.05 feet, whose long chord bears S 35°45'37" W a distance of 27.04 feet to a point on the Easterly boundary of Meridian Ranch Filing No. 9, recorded with Reception No. 216713763 in the records of El Paso County;

The following eight (8) courses are on said boundary line:

Thence N 51°53'30" W a distance of 60.00 feet to a non-tangent curve to the left;  
 Thence on the arc of said curve, having a radius of 270.00 feet, a delta angle of 17°16'47", an arc length of 81.43 feet, whose long chord bears N 29°28'07" E a distance of 81.12 feet;  
 Thence N 20°49'43" E a distance of 84.41 feet to a curve to the left;  
 Thence on the arc of said curve, having a radius of 570.00 feet, a delta angle of 22°54'07", an arc length of 227.84 feet, whose long chord bears N 09°22'40" E a distance of 226.32 feet;  
 Thence N 02°04'24" W a distance of 3.92 feet;  
 Thence N 47°26'09" W a distance of 30.92 feet to a non-tangent curve to the left;  
 Thence on the arc of said curve, having a radius of 3240.00 feet, a delta angle of 14°34'32", an arc length of 824.23 feet, whose long chord bears S 79°43'10" W a distance of 822.01 feet;  
 Thence S 72°25'54" W a distance of 442.10 feet to a point on the boundary line of said Meridian Ranch Estates Filing No. 2;  
 Thence N 17°34'06" W a distance of 60.00 feet to the Point of Beginning.

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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):                      GTL, Inc., a California corporation

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. Statement of Authority for GTL, Inc., a California corporation recorded February 14, 2017 at [217018023](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Theodore Tchang, President or Genevieve Tchang Frost, Vice President or Raul Guzman, Vice President

- h. Furnish to the Company for approval and recordation Plat of Estates at Rolling Hills Ranch No. 1 Subdivision.

The Company reserves the right to add additional exceptions or make further requirements after review of the requested documentation.

**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.**

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.

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**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.
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 dated and recorded October 2, 1897 in Road [Book A at Page 78](#), which provided 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.
9. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in [Book 6845 at Page 751](#).  
NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at Reception No. [205199581](#).
10. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded June 14, 2000 at Reception No. [200068675](#).

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

11. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 16, 2000 at Reception No. [200097484](#), and re-recorded September 12, 2000 at Reception No. [200109261](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Decree recorded November 8, 2000 at Reception No. [200135889](#) and re-recorded March 21, 2003 at Reception No. [203057352](#).
13. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded February 7, 2001 at Reception No. [201015523](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at Reception No. [201029135](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at Reception No. [201114563](#).
16. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at Reception No. [201166986](#).
17. Terms, conditions, provisions, agreements and obligations contained in the Development Plan recorded December 26, 2001 at Reception No. [201189274](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-31 recorded March 25, 2002 at Reception No. [202047059](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded September 16, 2002 at Reception No. [202156315](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at Reception No. [203153360](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 230-BD recorded July 3, 2003 at Reception No. [203153361](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169463](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169464](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169465](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

- 25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169466](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
- 26. Terms, conditions, provisions, agreements and obligations contained in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 04-29 recorded February 02, 2004 at Reception Number [204019135](#).
- 27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-17 recorded on October 14, 2005 at Reception No. [205164694](#).
- 28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-554 recorded on March 14, 2006 at Reception No. [206037322](#).
- 29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-555 as set forth below:

Recording Date:            May 24, 2006  
Recording No.:              [206076349](#)

- 30. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-172 by the Board of County Commissioners recorded May 25, 2012 at Reception No. [212060955](#).
- 31. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-173 by the Board of County Commissioners recorded June 11, 2012 at Reception No. [212066821](#).
- 32. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan as set forth below:

Recording Date:            March 20, 2013  
Recording No.:              [213036329](#)

- 33. Terms, conditions, provisions, agreements, obligations and easements contained in Public Right of Way Landscape License Agreement recorded March 20, 2013 at Reception No. [213036330](#).
- 34. Development Assessment and Lien Agreement between Falcon School Building Authority, a Colorado Nonprofit Corporation and GTL, Inc. d/b/a GTL Development, Inc. and Meridian Ranch Investments, Inc., Grantors and The Bank of Cherry Creek, a Branch of Western National Bank, as Trustee under the Indenture of Trust securing an aggregate principal sum of \$2,359,000.00 dated April 15, 2003, recorded April 15, 2003 at Reception No. [203077656](#).

- 35. A deed of trust to secure an indebtedness in the amount shown below,

Amount:                    \$4,140,000.00  
Trustor/Grantor GTL Inc., a California corporation  
Trustee:                    Public Trustee of El Paso County

*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.*



**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Beneficiary: Meridian Ranch Investments. Inc.  
Recording Date: November 30, 2012  
Recording No: [212142372](#)

36. Terms, conditions, provisions, agreements and obligations contained in the Public Disclosure Document as set forth below:

Recording Date: December 29, 2014  
Recording No.: Reception No. [214119306](#) and Reception No. [214119307](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 13-354 as set forth below:

Recording Date: August 14, 2013  
Recording No.: [213104278](#)

38. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 13-356 as set forth below:

Recording Date: August 14, 2013  
Recording No.: [213104280](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-104 as set forth below:

Recording Date: March 14, 2018  
Recording No.: [218028979](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2018-7 as set forth below:

Recording Date: July 26, 2018  
Recording No.: [218086104](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Consent of Landowners as set forth below:

Recording Date: July 26, 2018  
Recording No.: [218086105](#)

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**END OF EXCEPTIONS**

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*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: Estates at Rolling Hills Ranch No 1, Peyton, CO

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:**

\_\_\_\_\_

\_\_\_\_\_

**SELLER:**

**SELLER:**

\_\_\_\_\_

\_\_\_\_\_

State of Colorado }ss:  
County of **El Paso**

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by .

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT LEGAL DESCRIPTION

Estates at Rolling Hills Ranch Filing No. 1

A parcel of land located in a portion of Section 19 and 20, in Township 12 South, Range 64 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado,, more particularly described as follows:

Beginning at the Southern most corner of Tract C of Meridian Ranch Estates Filing No. 2, recorded with Reception No. 213713406 in the records of El Paso County;

The following eight (8) courses are along said line of Tract C and boundary of said Meridian Ranch Estate Filing No. 2:

- 1) Thence N 72°25'54" E a distance of 442.10 feet to a curve to the right;
- 2) Thence on the arc of said curve, having a radius of 3300.00 feet, a delta angle of 14°24'45", an arc length of 830.10 feet, whose long chord bears N 79°38'16" E a distance of 827.92 feet;
- 3) Thence N 42°55'36" E a distance of 31.60 feet;
- 4) Thence on the arc of said curve, having a radius of 260.00 feet, a delta angle of 33°20'58", an arc length of 151.33 feet, whose long chord bears N 14°36'05" E a distance of 149.21 feet;
- 5) Thence N 57°09'47" W a distance of 17.27 feet;
- 6) Thence N 64°40'14" W a distance of 392.46 feet;
- 7) Thence N 11°10'28" W a distance of 81.37 feet to a point on the Southeast corner of Tract A of Meridian Ranch Estates Filing No. 3, recorded with Reception No. 216713852 in the records of El Paso County;

The following six (6) courses are along said Tract A and the boundary of said Meridian Ranch Estates Filing No. 3:

- 8) Thence N 11°10'28" W a distance of 163.41 feet;
- 9) Thence N 22°25'07" W a distance of 421.43 feet;
- 10) Thence N 39°04'57" W a distance of 244.00 feet;
- 11) Thence N 34°57'33" W a distance of 239.34 feet;
- 12) Thence N 06°29'52" W a distance of 236.42 feet;
- 13) Thence N 00°00'00" E a distance of 552.46 feet to a point on the North line of the Northeast ¼ of said Section 19;
- 14) Thence S 89°18'07" E on said North section line a distance of 603.18 feet;
- 15) Thence S 00°00'00" E a distance of 672.92 feet;
- 16) Thence S 35°00'00" E a distance of 540.00
- 17) Thence S 30°02'34" E a distance of 180.68 feet;
- 18) Thence S 00°00'00" E a distance of 254.85 feet;
- 19) Thence S 38°41'44" W a distance of 150.00 feet;
- 20) Thence S 51°18'16" E a distance of 170.23 feet;
- 21) Thence N 83°41'44" E a distance of 31.11 feet;
- 22) Thence S 51°18'16" E a distance of 30.00 feet;
- 23) Thence S 38°41'44" W a distance of 231.44 feet to a point or curve to the left;
- 24) Thence on the arc of said curve, having a radius of 220.00 feet, a delta angle of 40°46'08", an arc length of 156.54 feet, whose long chord bears S 18°18'40" W a distance of 153.261 feet;
- 25) Thence S 02°04'24" E a distance of 45.00 feet;
- 26) Thence S 47°04'24" E a distance of 100.00 feet;
- 27) Thence S 42°56'08" W a distance of 31.12 feet to a non-tangent point of curve to the right;
- 28) Thence on the arc of said curve, having a radius of 630.00 feet, a delta angle of 22°38'05", an arc length of 248.88 feet, whose long chord bears S 09°30'41" W a distance of 247.27 feet;
- 29) Thence S 20°49'43" E a distance of 52.81 feet;
- 30) Thence S 22°23'52" E a distance of 32.06 feet;
- 31) Thence S 24°30'35" W a distance of 60.00 feet;
- 32) Thence S 72°56'20" W a distance of 32.99 feet to a non-tangent point of curve to the right;
- 33) Thence on the arc of said curve, having a radius of 330.00 feet, a delta angle of 04°41'46", an arc length of 27.05 feet, whose long chord bears S 35°45'37" W a distance of 27.04 feet to a point on the Easterly

boundary of Meridian Ranch Filing No. 9, recorded with Reception No. 216713763 in the records of El Paso County;

The following eight (8) courses are on said boundary line:

- 34) Thence N 51°53'30" W a distance of 60.00 feet to a non-tangent curve to the left;
- 35) Thence on the arc of said curve, having a radius of 270.00 feet, a delta angle of 17°16'47", an arc length of 81.43 feet, whose long chord bears N 29°28'07" E a distance of 81.12 feet;
- 36) Thence N 20°49'43" E a distance of 84.41 feet to a curve to the left;
- 37) Thence on the arc of said curve, having a radius of 570.00 feet, a delta angle of 22°54'07", an arc length of 227.84 feet, whose long chord bears N 09°22'40" E a distance of 226.32 feet;
- 38) Thence N 02°04'24" W a distance of 3.92 feet;
- 39) Thence N 47°26'09" W a distance of 30.92 feet to a non-tangent curve to the left;
- 40) Thence on the arc of said curve, having a radius of 3240.00 feet, a delta angle of 14°34'32", an arc length of 824.23 feet, whose long chord bears S 79°43'10" W a distance of 822.01 feet;
- 41) Thence S 72°25'54" W a distance of 442.10 feet to a point on the boundary line of said Meridian Ranch Estates Filing No. 2;
- 42) Thence N 17°34'06" W a distance of 60.00 feet to the Point of Beginning.



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## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### **Types of Information Collected**

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

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

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

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