

File #: 5509-2797425

Date: 04/04/2018

Property Address: 7685 McLaughlin Road  
Falcon, CO 80831



**First American**

7887 East Belleview Avenue, Ste 250, Englewood, CO 80111

**Phone:** (303)305-1300 **Fax:** (877)409-2531

**We appreciate the opportunity to be of service to you. *To avoid delays in your closing, all funds needed at your closing should be wired!* Please see wiring instructions contained within this Commitment.**

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

Amendment No. 1

Schedule A: **updated cert. date**

Schedule B - Section 1 Requirements:

Schedule B - Section 2 Exceptions:

**Buyer(s):**

Name(s): For Informational Purposes Only

Address:

Phone:

Fax:

**Selling Agent:**

Company Name:

Agent Name:

Address:

Phone:

Fax:

Email:

**Seller(s):**

Name(s): IDGAS, LLC

Address:

Phone:

Fax:

**Listing Agent:**

Company Name:

Agent Name:

Address:

Phone:

Fax:

Email:

**Lender:**

Company Name:

Name:

Address: ,

Phone:

Email:

**Business Source:**

Company Name: Centerline Solutions, LLC

Name: Chris Staley

Address: 16035 Table Mountain Parkway, Golden, CO 80403

Phone: (858)243-2900

Fax:

Email:

**Mortgage Broker:**

Company Name:

Attn:

Address: ,

Phone:

Fax:

Email:

**Other:**

Company Name:

Attn:

Address: ,

Phone:

Fax:

Email:



## *First American Title Insurance Company*

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

### TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

WIRING INSTRUCTIONS

CONDITIONS

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, please contact the issuing office.

**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

***First American Title Insurance Company*****AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

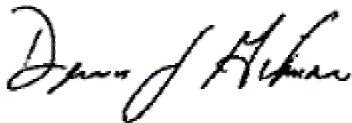
The Provisions in Schedule A.

The Requirements in Schedule B-I.

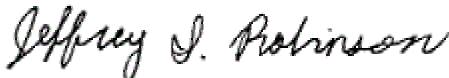
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

### 6. *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/>.*

## 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.

Amendment No. 1

**SCHEDULE A**

1. Effective Date: March 31, 2018 at 5:00 p.m. Commitment No. 5509-2797425
2. Policy (or Policies) to be issued: Amount
  - a. ALTA Owner's Policy (06-17-06) \$0.00  
  
Proposed Insured:  
For Informational Purposes Only
  - b. ALTA Loan Policy (06-17-06) \$0.00  
  
Proposed Insured:
3. Fee Simple interest as to Parcel A and Easement interest as to Parcel B in the land described in this Commitment at the Effective Date, is vested in IDGAS, LLC, a Colorado limited liability company, who acquired title as Second IDGAS, 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: 7685 McLaughlin Road,  
Falcon, Colorado 80831

**Premiums:**

Owner's Policy: \$  
Lender's Policy: \$  
Tax Certificate Fee: \$  
Endorsement(s): \$  
Informational Fee: \$750.00  
Informational Update: \$50.00

Amendment No. 1

## EXHIBIT A

Commitment No.: 5509-2797425

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

PARCEL A:

LOT 1, WOODMEN HILLS FILING NO. 7J, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

A NONEXCLUSIVE EASEMENT FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS, THE PARKING OF MOTOR VEHICLES, THE DRAINAGE OF STORM WATER AND USE OF THE FACILITIES FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES AND EMPLOYEES, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A, CREATED BY AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, RECORDED APRIL 22, 1999 AND BEARING RECEPTION NO. [99062123](#), AND AMENDMENTS THERETO.



Amendment No. 1

## **SCHEDULE B - SECTION I**

### **REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the Land and/or the Mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- d. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- e. Evidence that all assessments for common expenses due under the Declaration have been paid.

The following documents satisfactory to us must be signed, delivered and recorded:

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

Amendment No. 1

**SCHEDULE B - SECTION II****EXCEPTIONS FROM COVERAGE**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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. Any water rights, claims of title to water, in, on or under the land.
8. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded November 26, 1897 in [Book 143 at Page 349](#) and May 18, 1905 in [Book 143 at Page 475](#) and [Page 476](#).
9. Any tax, lien, fee, or assessment by reason of inclusion in the Falcon Fire Protection District, as evidenced by instrument recorded December 2, 1980 in [Book 3380 at Page 670](#) and February 17, 1981 in [Book 3404 at Page 587](#).  
  
NOTE: Notice of Organization given in conjunction therewith recorded December 2, 1980 in [Book 3380 at Page 675](#) and February 17, 1981 in [Book 3404 at Page 582](#) and Resolution No. 95-221, Service Plan-1 recorded July 11, 1995 in [Book 6682 at Page 404](#) .
10. Any tax, lien, fee, or assessment by reason of inclusion in the Woodmen Hills Metropolitan District, as evidenced by instrument recorded November 14, 1995 in [Book 6764 at Page 409](#) and Resolution No. 00-106 recorded April 14, 2000 at Reception No [200041230](#).
11. Reservation in Deed recorded in [Book 2049 at Page 330](#) and in [Book 2051 at Page 997](#) as follows: reserving to grantor one-half all mineral rights but reserving no surface rights.

12. An easement for utilities and incidental purposes granted to Mountain View Electric Association by the instrument recorded January 19, 1965 in [Book 2053 at Page 539](#) upon the terms and conditions set forth in the instrument.

NOTE: Release of right of way and quit claim deed recorded May 21, 1997 at Reception No. [97056901](#).

13. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded April 22, 1999 at Reception No. [99062123](#) and First Amendment recorded November 1, 2000 at Reception No. [200132477](#) and Second Amendment recorded January 22, 2004 at Reception No. [204011492](#) and Third Amendment recorded September 3, 2005 at Reception No. [205118770](#) and Fourth Amendment recorded October 20, 2008 at Reception No. [208114090](#) and any and all amendments and/or supplements thereto.

14. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded April 22, 1999 at Reception No. [99062253](#) and any and all amendments and/or supplements thereto.

15. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Subdivision Improvements Agreement recorded April 22, 1999 at Reception No. [99062122](#).

16. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Development Agreement recorded April 22, 1999 at Reception No. [99062256](#).

NOTE: Termination of Development Agreement recorded December 10, 2003 at Reception No. [203285123](#).

17. Notes and easements as shown on the Plat of Woodmen Hills Filing No. 7E recorded September 22, 2000 in Plat [Book 100 at Page 219](#) and Woodmen Hills Filing No. 7F recorded September 22, 2000 in Map [Book 100 at Page 220](#).

18. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Resolution No. 02-301 recorded August 19, 2002 at Reception No. [202137510](#).

19. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Resolution No. 00-323 recorded October 9, 2002 at Reception No. [202173792](#).

20. Notice Woodmen Hills Metropolitan District Woodmen Hills Filing 1-11 recorded April 16, 2004 at Reception No. [204061798](#).

21. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Resolution No. 00-276 recorded March 16, 2005 at Reception No. [205037242](#).

22. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Grant of Right of Way recorded December 27, 2006 at Reception No. [206186218](#).

23. Notes and easements as shown on the Plat of Woodmen Hills Filing No. 7J recorded April 24, 2008 in Plat [Book 108 at Page 89](#).

- 24. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Resolution No. 08-116 recorded May 12, 2008 at Reception No. [208054703](#).
- 25. Terms, agreements, provisions, conditions, obligations and easements, if any, as contained in Dishwashing Machine Agreement recorded May 5, 2009 at Reception No. [209048497](#).

- 26. Deed of Trust, Assignment of Leases, and Rents, Security Agreement and Fixture Filing from IDGAS, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$5,100,000.00, and any other amounts and/or obligations secured thereby, dated April 29, 2011, and recorded May 4, 2011 at Reception No. [211044192](#).

Trustee: Public Trustee of El Paso

Beneficiary: Basis Real Estate Capital II, LLC, a Delaware limited liability company

NOTE: Assignment of Leases and Rents given by and between the same parties, recorded recorded May 4, 2011 at Reception No. [211044193](#), given in connection with the above Deed of Trust.

NOTE: Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded December 1, 2011 at Reception No. [211118477](#).

NOTE: Assignment of Assignment of Leases and Rents recorded December 1, 2011 at Reception No. 211118478 and Reception No. [211118725](#).

- 27. Financing Statement from IDGAS, LLC, Debtor, to Basis Real Estate Capital II, LLC, Secured Party, recorded May 4, 2011 at Reception No. [211044194](#) and modified by instrument recorded November 9, 2015 at Reception No. [215121941](#).
- 28. Any existing leases or tenancies.



*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](http://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.