

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

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

Schedule (Account) No: 53010-01-023

2017 TAXES PAYABLE 2018

Owner Per Tax Record: LAND FIRST INC

Property Type: Real Estate

Property Location: 8090 MERIDIAN PARK DR

Property Description: TR B BENT GRASS EAST COMMERCIAL FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	135380
Improvement	\$	0
TOTAL	\$	135380

<u>Tax District: SKF</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	1033.63
EPC ROAD & BRIDGE (UNSHARED)	0.000330	44.68
FALCON SCHOOL NO 49 - GEN	0.043648	5909.07
* PIKES PEAK LIBRARY	0.003812	516.07
FALCON FIRE PROTECTION	0.008612	1165.89
* UPPER BLK SQUIRREL CRK GROUND WATER	0.001065	144.18
WOODMEN ROAD METROPOLITAN	0.011599	1570.27
BENT GRASS METROPOLITAN	0.036149	4893.85
TOTAL	0.112850	15277.64

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through JUNE 29th, 2018 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 21st day of JUNE A.D. 2018

Issued to: epc\trsschoenberger Treasurer
Classic Consulting Engineers & Surveyors

Mark Lowderman
Treasurer, El Paso County

By: 

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

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

Schedule (Account) No: 53010-01-021

2017 TAXES PAYABLE 2018

Owner Per Tax Record: CLARK AMY
DVM PROPERTIES LLC

Property Type: Real Estate

Property Location: 8036 MERIDIAN PARK DR

Property Description: LOT 3 BENT GRASS EAST COMMERCIAL FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	69120
Improvement	\$	209420
TOTAL	\$	278540

<u>Tax District: SKF</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2126.65
EPC ROAD & BRIDGE (UNSHARED)	0.000330	91.92
FALCON SCHOOL NO 49 - GEN	0.043648	12157.71
* PIKES PEAK LIBRARY	0.003812	1061.79
FALCON FIRE PROTECTION	0.008612	2398.79
* UPPER BLK SQUIRREL CRK GROUND WATER	0.001065	296.65
WOODMEN ROAD METROPOLITAN	0.011599	3230.79
BENT GRASS METROPOLITAN	0.036149	10068.94
TOTAL	0.112850	31433.24

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 0.00

Amount due valid through JUNE 29th, 2018 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 21st day of JUNE A.D. 2018

Issued to: epcltrsschoenberger Treasurer
Classic Consulting Engineers & Surveyors

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180621 48103

By: 

Bent Grass Metropolitan District

c/o Walker Schooler District Managers
614 N. Tejon Street
Colorado Springs, CO 80903

Receipt

DATE	RECEIPT NO.
6/21/2018	72

SOLD TO
Land First Inc 154 Del Oro Circle Colorado Springs, CO 80919

CHECK NO.	PAYMENT METHOD
1457	

DESCRIPTION	FILING	QTY	RATE	AMOUNT
Bent Grass Commercial	Filing 2B	0.303	5,500.00	1,666.50
Bent Grass Commercial	Filing 2B	0.303	9,900.9901	3,000.00
AUTHORIZED SIGNATURE: 			TOTAL	\$4,666.50

Phone #	Fax #
(719) 447-1777	(719) 575-0088

**Woodmen Road
Metropolitan District**

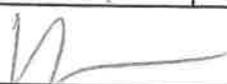
c/o Walker Schooler District Managers
614 N. Tejon Street
Colorado Springs, CO 80903

Receipt

DATE	RECEIPT NO.
6/21/2018	3548

SOLD TO
Land First Inc 154 Del Oro Cir Colorado Springs Co 80919

CHECK NO.	PAYMENT METHOD
1456	

DESCRIPTION	FILING	QTY	RATE	AMOUNT
Bent Grass Commercial 13,198.68 SF	Filing 2B	0.303	1,540.00	466.62
AUTHORIZED SIGNATURE: 			Total	\$466.62

Phone #
(719) 447-1777



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: RND55069092-4

Date: 05-30-2018

Property Address: 8036 MERIDIAN PARK DR, PEYTON, CO 80831

For Title Assistance

BEN LOWE
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
719-381-0240 (phone)
303-393-4842 (fax)
blowe@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

FRONT ROW PROPERTIES LLC
Attention: RONALD WALDTHAUSEN
1378 PROMONTORY BLUFF VIEW
COLORADO SPRINGS, CO 80921
719-598-3247 (work)
719-598-3237 (work fax)
rwaldthausen@yahoo.com
Delivered via: Electronic Mail

JOHN AMEN
Attention: JOHN AMEN
720-939-9331 (work)
jamen400@gmail.com
Delivered via: Electronic Mail

CLASSIC CONSULTING ENGINEERS & SURVEYORS LLC
Attention: MARC WHORTON
619 N CASCADE AVE #200
COLORADO SPRINGS, CO 80903
719-785-0790 (work)
mwhorton@classicconsulting.net
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: RND55069092-4

Date: 05-30-2018

Property Address: 8036 MERIDIAN PARK DR, PEYTON, CO 80831

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$269.00
TBD - TBD Income	-\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$0.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55069092-4

Customer Ref-Loan No.:

Property Address:

8036 MERIDIAN PARK DR, PEYTON, CO 80831

1. Effective Date:

05-24-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$5,000.00
Proposed Insured:
A PURCHASER TO BE DETERMINED

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 3, BENT GRASS EAST COMMERCIAL FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO,
ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO.
214713515.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: RND55069092-4

The following are the requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED OCTOBER 29, 2014, FROM AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF COMPASS BANK TO SECURE THE SUM OF \$997,200.00 RECORDED OCTOBER 31, 2014 UNDER RECEPTION NO. 214100172.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED OCTOBER 31, 2014, UNDER RECEPTION NO. 214100173.

NOTICE BY DISBURSER IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED NOVEMBER 24, 2014, UNDER RECEPTION NO. 214108364.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED OCTOBER 31, 2014 AT RECEPTION NO. 214100170 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES AMY J. CLARK AND JOHN D. AMEN, JR. AS THE MANAGERS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company
Schedule B, Part II**

(Exceptions)

Order Number: RND55069092-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 03, 1893, IN BOOK 143 AT PAGE 4.
9. UTILITY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 09, 1964, IN BOOK 2033 AT PAGE 442.
10. RESERVATION OF ONE-HALF OF ANY AND ALL INTEREST IN COAL, OIL, GAS AND OTHER MINERALS IN, UNDER AND UPON THE SUBJECT PROPERTY, BY JUANITA HUDSON IN WARRANTY DEED RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE 333.
11. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLATKI AND MYRLE E. HLATKI IN WARRANTY DEED RECORDED NOVEMBER 20, 1978 IN BOOK 3110 AT PAGE 614.
12. INCLUSION OF SUBJECT PROPERTY IN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN BOOK 3260 AT PAGE 701.
13. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE 670 AND

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: RND55069092-4

- RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 675 AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 582 AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 587.
14. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 12, 2003, UNDER RECEPTION NO. 203286253 AND JANUARY 23, 2004 UNDER RECEPTION NO. 204013207
 15. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 29, 2004, UNDER RECEPTION NO. 20416142.
 16. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 04-501 REGARDING SKETCH PLAN , RECORDED JANUARY 24, 2005, UNDER RECEPTION NO. 205011638.
 17. TERMS, CONDITIONS AND PROVISIONS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 UNDER RECEPTION NUMBERS 205048369, 205048370 AND 205048371.
 18. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THAT SPECIAL WARRANTY DEED--WATER RIGHTS RECORDED APRIL 8, 2005 UNDER RECEPTION NO. 205050350.
 19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-133 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072586.
 20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-134 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072587.
 21. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-135 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072588.
 22. THE EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER RECEPTION NO. 207074523.
 23. THE EFFECT OF BENT GRASS PHASE ONE SITE SPECIFIC PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER RECEPTION NO. 207074524.
 24. INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 25, 2007, UNDER RECEPTION NO. 207124524, NOVEMBER 29, 2007 UNDER RECEPTION NO. 207152168 AND RECORDED DECEMBER 11, 2007 UNDER RECEPTION NO. 207157347 AND RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 207160587 AND RECORDED AUGUST 7, 2013 UNDER RECEPTION NO. 213101580.
 25. OIL AND GAS LEASE BETWEEN JUANITA HUDSON AND RED RIVER RESOURCES, LLC, RECORDED DECEMBER 27, 2011 UNDER RECEPTION NO. 211128377 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
 26. THE EFFECT OF RESOLUTION NO. 13-141 PRELIMINARY PLAN APPROVAL, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. 213039538.
 27. THE EFFECT OF RESOLUTION NO. 13-143 REGARDING ZONING, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. 213039539,

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(Exceptions)

Order Number: RND55069092-4

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 03, 2013 UNDER RECEPTION NO. 213071317 AND SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 22, 2015 UNDER RECEPTION NO. 215064707. SECOND ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 1, 2016 UNDER RECEPTION NO. 216073107.
29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS EAST COMMERCIAL FILING NO. 1 RECORDED JUNE 3, 2013 UNDER RECEPTION NO. 213713328, RESOLUTION NO. 13-142 IN CONNECTION THEREWITH RECORDED AUGUST 01, 2013 AT RECEPTION NO. 213098893. RESOLUTION NO. 15-154 RECORDED APRIL 07, 2015 UNDER RECEPTION NO. 215033466 CHANGING THE NAME OF TREY LANE IN SAID SUBDIVISION TO MERIDIAN PARK DRIVE. RESOLUTION NO. 15-264 IN CONNECTION THEREWITH RECORDED JULY 08, 2015 UNDER RECEPTION NO. 214072492.
30. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE COVENANT AGREEMENT RECORDED JULY 31, 2013 AT RECEPTION NO. 213098664.
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 14-341 REGARDING APPROVAL OF PRELIMINARY PLAN REQUEST FOR BENT GRASS EAST COMMERCIAL (SP-14-009) RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. 214083055.
32. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BENT GRASS COMMERCIAL FILING NO. 2 RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. 214713515. RESOLUTION NO. 14-340 IN CONJUNCTION THEREWITH RECORDED SEPTEMBER 11, 2014 UNDER RECEPTION NO. 214083054. RESOLUTION NO. 15-265 IN CONNECTION THEREWITH RECORDED JULY 08, 2015 UNDER RECEPTION NO. 214072493.
33. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. 214092268.
34. TERMS, CONDITIONS, PROVISIONS AND EASEMENTS OF PRIVATE DETENTION BASIN/STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. 214092269.
35. LEASE BETWEEN AMY CLARK, DVM PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND TENDER CARE VETERINARY CENTER, INC., A COLORADO CORPORATION, LESSEE, AS EVIDENCED BY A SUBORDINATION OF LEASE RECORDED OCTOBER 31, 2014 AT RECEPTION NO. 214100174.
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT IN RESOLUTION NO. 15-109 RECORDED MARCH 06, 2015 UNDER RECEPTION NO. 215021334.
37. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED

**Old Republic National Title Insurance Company
Schedule B, Part II**

(Exceptions)

Order Number: RND55069092-4

BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED MAY 25, 2018, UNDER
RECEPTION NO. 218059945.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR
REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS,
AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE
REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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

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

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

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

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

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-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 CRS 10-11-123, notice is hereby given:

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

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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 CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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



Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.

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, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.
- (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>.

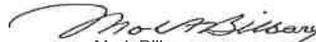
Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Authorized Officer or Agent



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Billbrey
President
Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form]

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PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: RND55069094-4

Date: 05-30-2018

Property Address: 8090 MERIDIAN PARK DR, PEYTON, CO 80831

For Title Assistance
BEN LOWE
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
719-381-0240 (phone)
303-393-4842 (fax)
blowe@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

FRONT ROW PROPERTIES LLC
Attention: RONALD WALDTHAUSEN
1378 PROMONTORY BLUFF VIEW
COLORADO SPRINGS, CO 80921
719-598-3247 (work)
719-598-3237 (work fax)
rwaldthausen@yahoo.com
Delivered via: Electronic Mail

JOHN AMEN
Attention: JOHN AMEN
720-939-9331 (work)
jamen400@gmail.com
Delivered via: Electronic Mail

CLASSIC CONSULTING ENGINEERS & SURVEYORS LLC
Attention: MARC WHORTON
619 N CASCADE AVE #200
COLORADO SPRINGS, CO 80903
719-785-0790 (work)
mwhorton@classicconsulting.net
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: RND55069094-4

Date: 05-30-2018

Property Address: 8090 MERIDIAN PARK DR, PEYTON, CO 80831

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: LAND FIRST INC., A COLORADO CORPORATION

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$269.00
TBD - TBD Income	-\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$0.00

THANK YOU FOR YOUR ORDER!

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55069094-4

Customer Ref-Loan No.:

Property Address:

8090 MERIDIAN PARK DR, PEYTON, CO 80831

1. Effective Date:

05-24-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment	\$5,000.00
Proposed Insured:	
A PURCHASER TO BE DETERMINED	

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

LAND FIRST INC., A COLORADO CORPORATION

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

TRACT B, BENT GRASS EAST COMMERCIAL FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. 214713515.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: RND55069094-4

The following are the requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED MARCH 07, 2018 FROM LAND FIRST INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF JONATHAN MOORE TO SECURE THE SUM OF \$120,000.00 RECORDED MARCH 08, 2018, UNDER RECEPTION NO. 21802705.
2. WARRANTY DEED FROM LAND FIRST INC., A COLORADO CORPORATION TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company
Schedule B, Part II**

(Exceptions)

Order Number: RND55069094-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 03, 1893, IN BOOK 143 AT PAGE 4.**
- 9. UTILITY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 09, 1964, IN BOOK 2033 AT PAGE 442.**
- 10. RESERVATION OF ONE-HALF OF ANY AND ALL INTEREST IN COAL, OIL, GAS AND OTHER MINERALS IN, UNDER AND UPON THE SUBJECT PROPERTY, BY JUANITA HUDSON IN WARRANTY DEED RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE 333.**
- 11. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLATKI AND MYRLE E. HLATKI IN WARRANTY DEED RECORDED NOVEMBER 20, 1978 IN BOOK 3110 AT PAGE 614.**
- 12. INCLUSION OF SUBJECT PROPERTY IN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN BOOK 3260 AT PAGE 701.**
- 13. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE 670 AND**

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: RND55069094-4

- RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE 675 AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 582 AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE 587.
14. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 12, 2003, UNDER RECEPTION NO. 203286253 AND JANUARY 23, 2004 UNDER RECEPTION NO. 204013207
 15. INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 29, 2004, UNDER RECEPTION NO. 204016142.
 16. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 04-501 REGARDING SKETCH PLAN , RECORDED JANUARY 24, 2005, UNDER RECEPTION NO. 205011638.
 17. TERMS, CONDITIONS AND PROVISIONS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 UNDER RECEPTION NUMBERS 205048369, 205048370 AND 205048371.
 18. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THAT SPECIAL WARRANTY DEED--WATER RIGHTS RECORDED APRIL 8, 2005 UNDER RECEPTION NO. 205050350.
 19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-133 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072586.
 20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-134 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072587.
 21. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 07-135 RECORDED MAY 30, 2007 AT RECEPTION NO. 207072588.
 22. THE EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER RECEPTION NO. 207074523.
 23. THE EFFECT OF BENT GRASS PHASE ONE SITE SPECIFIC PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER RECEPTION NO. 207074524.
 24. INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 25, 2007, UNDER RECEPTION NO. 207124524, NOVEMBER 29, 2007 UNDER RECEPTION NO. 207152168 AND RECORDED DECEMBER 11, 2007 UNDER RECEPTION NO. 207157347 AND RECORDED DECEMBER 18, 2007 UNDER RECEPTION NO. 207160587 AND RECORDED AUGUST 7, 2013 UNDER RECEPTION NO. 213101580.
 25. OIL AND GAS LEASE BETWEEN JUANITA HUDSON AND RED RIVER RESOURCES, LLC, RECORDED DECEMBER 27, 2011 UNDER RECEPTION NO. 211128377 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
 26. THE EFFECT OF RESOLUTION NO. 13-141 PRELIMINARY PLAN APPROVAL, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. 213039538.
 27. THE EFFECT OF RESOLUTION NO. 13-143 REGARDING ZONING, RECORDED MARCH 27, 2013, UNDER RECEPTION NO. 213039539.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: RND55069094-4

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

**Old Republic National Title Insurance Company
Schedule B, Part II**

(Exceptions)

Order Number: RND55069094-4

BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED MAY 25, 2018, UNDER
RECEPTION NO. 218059945.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR
REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS,
AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE
REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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

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

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

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

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

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-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 CRS 10-11-123, notice is hereby given:

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

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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 CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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



Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old republic National Title Insurance Company, A Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.

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, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.

(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>.

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

Authorized Officer or Agent



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Mark Bilbrey
President
Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form]

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