



Date: November 2, 2022
File No.: 370-F18724-22, Amendment No. 1
Buyer(s)/Borrower(s): Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Owner(s): Hodgen Settlers Ranch, LLC, a Colorado limited liability company
Property: Tract A-1, A-2, A-3 and C Settlers Ranch 2C, Colorado Springs, CO 80908
APN/Parcel ID(s) 61240-04-003
APN/Parcel ID(s) , 61240-05-001
APN/Parcel ID(s) , 61240-04-004
Assessor Parcel No.: 61230-07-024, 61240-04-003, 61240-05-001 and 61240-04-004

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Deleted exception 11

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Land Resource Associates
9736 Mtn Rd
Chipita Park, CO 80809

Attn: David Jones
Phone: 719-684-8414
Fax: 719-684-8413
Email: chipita1@comcast.net

To: Oaksbury, Inc.
P.O. Box 1488
Monument, CO 80132

Attn: Mark Davis
Phone: 719-338-3116
Fax:
Email: markdavis.oaksbury@gmail.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

**370-F18724-22
Amendment 1**

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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 1277 Kelly Johnson Blvd., Suite 100 Colorado Springs, CO 80920 Main Phone: (719)590-1711 Email: FNTCKellyJohnson@fnf.com	

Order Number: 370-F18724-22
Property Address: Tract A-1, A-2, A-3 and C Settlers Ranch 2C, Colorado Springs, CO 80908
 APN/Parcel ID(s) 61240-04-003
 APN/Parcel ID(s) and 61240-05-001
 APN/Parcel ID(s) and 61240-04-004

SCHEDULE A

1. Commitment Date: October 31, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 - Fee Simple
4. The Title is, at the Commitment Date, vested in:
 - [Hodgen Settlers Ranch, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$433.00
Tax Certificate (4)	\$54.00

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Tracts A-1, A-2, A-3 and Tract C, Settlers Ranch Subdivision Filing No. 2C, as recorded under Reception No. 22014487 of the records of the El Paso County Clerk and Recorder, located in a portion of the South half of the Southeast quarter of the Northeast quarter (S 1/2 SE 1/4 NE 1/4) of Section 23, together with the Southwest quarter of the Northwest quarter (SW 1/4 NW 1/4) of Section 24, all in Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, and being more particularly described as follows:

All bearings used herein are based on an assumed bearing of N 89 ° 57'46" W, a distance of 1326.42 feet between the Southeast corner of the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of said Section 23, as monumented by a 3" galvanized steel cap stamped "NE COR NW QUARTER SE QUARTER SEC 23" and the Center quarter corner of said Section 23, as monumented by a 3" galvanized steel cap (illegible);

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of said Section 23;
thence N 00 ° 47'45" E along the West line of said S 1/2 SE 1/4 NE 1/4, a distance of 662.45 feet to the Point of Beginning of the tract herein described;

thence N 89 ° 48'55" E along the North line of said S 1/2 SE 1/4 NE 1/4, a distance of 1347.60 feet to the Northeast corner thereof, said point also being a point on the Westerly line of said SW 1/4 NW 1/4;
thence along the Westerly, Northerly, Easterly and Southerly lines of said SW 1/4 NW 1/4 the following (4) four courses:

1. thence N 00 ° 27'45" E, a distance of 661.27 feet;
2. thence N 89 ° 48'42" E, a distance of 1318.18 feet;
3. thence S 00 ° 49'57" W, a distance of 1323.44 feet;
4. thence S 89 ° 50'36" W, a distance of 1309.58 feet to the Southwest corner thereof, said point also being the Southeast corner of said S 1/2 SE 1/4 NE 1/4;

thence S 89 ° 46'03" W along the South line of said S 1/2 SE 1/4 NE 1/4, a distance of 747.82 feet to a point on the East right-of-way line of Settlers Ranch Road as recorded under said Settlers Ranch Subdivision Filing No. 2C;
thence Northerly along said Easterly right-of-way line the following three (3) courses:

1. along the arc of a 530.00 foot radius curve to the left, through a central angle of 08 ° 22'06", an arc length of 77.41 feet (the long chord of which bears N 05 ° 23'47" E, a long chord distance of 77.34 feet);
2. thence N 01 ° 12'44" E, a distance of 66.40 feet;
3. thence along the arc of a 470.00 foot radius curve to the right, through a central angle of 20 ° 18'43", an arc length of 166.62 feet (the long chord of which bears N 11 ° 22'05" E, a long chord distance of 165.75 feet);

thence N 68 ° 28'34" W a distance of 60.00 feet to the Northeast corner of Lot 9 of said Settlers Ranch Subdivision Filing No. 2C;
thence N 60 ° 12'24" W along the Northerly line of said Lot 9, also being the Southerly line of the described tract of land a distance of 668.36 feet to the Point of Beginning.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):

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

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

Statement of Authority for Hodgen Settlers Ranch LLC recorded May 7, 2020 at Reception No. [220062347](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Mark Davis, Managing Member

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

[Plat Map](#)

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but 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. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
5. Any lien or right to a lien for services, labor or material not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Water rights, claims or title to water, whether or not disclosed by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.
Dated: October 3, 1887
Recording Date: October 3, 1887
Recording No.: Road [Book A at Page 78](#)
10. Inclusion of the subject property within the Douglas County Soil Conservation District as evidenced by Certificates recorded October 10, 1960 at Reception No. [169543](#) and November 25, 1974 in [Book 2719 at Page 740](#).
11. This item intentionally deleted
12. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded September 11, 1978 in [Book 3083 at Page 704](#).

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

13. Right of Way and/or Easement given to The Mountain States Telephone and Telegraph Company recorded January 2, 1979 in [Book 3125 at Page 847](#).
14. Right of Way and/or Easement given to Peoples Natural Gas Company recorded July 11, 1988 in [Book 5530 at Page 329](#).
15. Inclusion of the subject property within the Tri-Lakes Fire Protection District as evidenced by Resolution recorded July 12, 2004 at Reception No. [204115972](#) and May 25, 2005 at Reception No. [205075970](#).
16. Finding of Fact, Conclusions of Law, Ruling of the Referee as contained in Decree recorded January 14, 2005 at Reception No. [205007424](#). Special Warranty Deed recorded in conjunction therewith January 24, 2006 at Reception No. [206010007](#).
17. Terms, conditions, provisions as contained in Resolution NO. 05-23 by the Board of County Commissioners recorded March 28, 2005 at Reception No. [205042852](#).
18. Terms, conditions, provisions as contained in Settlers Ranch Subdivision PUD Development Guidelines recorded May 17, 2005 at Reception No. [205071101](#).
19. Notes, regulations, restrictions and any other matters as shown or set forth on the PUD Development Plan for Settlers Ranch recorded May 17, 2005 at Reception No. [205071102](#).
20. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
Recording Date: January 24, 2006
Recording No: [206010000](#)

Amendment recorded in conjunction therewith March 7, 2022 at Reception No. [222033096](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Bylaws of Settlers Ranch Homeowners Association as set forth below:

Recording Date: January 24, 2006
Recording No.: [20610006](#)
22. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded April 11, 2006 at Reception No. [206052702](#).
23. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded April 11, 2006 at Reception No. [206052703](#).

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

24. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of any creek or stream over the herein described parcel.
25. Rights of other in and to the public right of ways known as Hodgen Road and Stepler Road.
26. Right of Way and/or Easement given to Mountain View Electric Association, Inc., recorded May 4, 2010 at Reception No. [210041512](#).
27. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:
- Recording Date: November 20, 2013
Recording No.: [213140617](#)
28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 13-395 as set forth below:
- Recording Date: November 27, 2013
Recording No.: [213143070](#)
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-159 as set forth below:
- Recording Date: March 6, 2014
Recording No.: [214018537](#)
30. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-115 as set forth below:
- Recording Date: March 10, 2015
Recording No.: [215022556](#)
31. Easements, notes and notices as set forth on the recorded plat of Settlers Ranch Subdivision No. 2A recorded November 20, 2013 at Reception No. 213713405.
32. Master Plat Settler Ranch Subdivision No. 2 recorded November 20, 2013 at Reception No. [213140616](#)
33. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-159 as set forth below:
- Recording Date: March 16, 2014
Recording No.: [214018537](#)

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

34. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-115 as set forth below:
- Recording Date: March 10, 2015
Recording No.: [215022556](#)
35. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-115 as set forth below:
- Recording Date: April 12, 2017
Recording No.: [217041664](#)
36. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Right of Way as set forth below:
- Recording Date: March 15, 2017
Recording No.: [217029960](#)
37. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:
- Recording Date: December 4, 2017
Recording No: 217714062
38. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:
- Recording Date: December 4, 2017
Recording No.: [217146309](#)
39. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-68 as set forth below:
- Recording Date: February 20, 2018
Recording No.: [218019701](#)
40. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:
- Recording Date: October 8, 2019
Recording No.: [219124916](#)

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

41. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:

Recording Date: March 19, 2020
Recording No: [220039102](#)

42. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: March 19, 2020
Recording No: [Plat Book 120 Page 54](#)

43. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-446 as set forth below:

Recording Date: December 15, 2020
Recording No.: Reception No. [220204906](#)

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (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.

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(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.

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DISCLOSURE STATEMENT
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

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

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

Other Online Specifics

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

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

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

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 370-F18724-22

Property: Tract A-1, A-2, A-3 and C Settlers Ranch 2C, Colorado Springs, CO 80908
, Colorado Springs, CO 80908
, Colorado Springs, CO 80908
, Colorado Springs, CO 80908

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

Tract A-1, A-2, A-3 and C Settlers Ranch 2C, Colorado Springs, CO 80908
APN/Parcel ID(s) 61240-04-003
APN/Parcel ID(s) and 61240-05-001
APN/Parcel ID(s) and 61240-04-004

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Owner's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. **NEW CONSTRUCTION:** There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. **EXCEPTIONS:** The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

(continued)

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

OWNER(S):

Hodgen Settlers Ranch, LLC, a Colorado limited liability company

BY: _____

EXHIBIT "A"
Legal Description

Tracts A-1, A-2, A-3 and Tract C, Settlers Ranch Subdivision Filing No. 2C, as recorded under Reception No. 22014487 of the records of the El Paso County Clerk and Recorder, located in a portion of the South half of the Southeast quarter of the Northeast quarter (S 1/2 SE 1/4 NE 1/4) of Section 23, together with the Southwest quarter of the Northwest quarter (SW 1/4 NW 1/4) of Section 24, all in Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado, and being more particularly described as follows:

All bearings used herein are based on an assumed bearing of N 89 ° 57'46" W, a distance of 1326.42 feet between the Southeast corner of the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of said Section 23, as monumented by a 3" galvanized steel cap stamped "NE COR NW QUARTER SE QUARTER SEC 23" and the Center quarter corner of said Section 23, as monumented by a 3" galvanized steel cap (illegible);

Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of said Section 23;
thence N 00 ° 47'45" E along the West line of said S 1/2 SE 1/4 NE 1/4, a distance of 662.45 feet to the Point of Beginning of the tract herein described;

thence N 89 ° 48'55" E along the North line of said S 1/2 SE 1/4 NE 1/4, a distance of 1347.60 feet to the Northeast corner thereof, said point also being a point on the Westerly line of said SW 1/4 NW 1/4;
thence along the Westerly, Northerly, Easterly and Southerly lines of said SW 1/4 NW 1/4 the following (4) four courses:

1. thence N 00 ° 27'45" E, a distance of 661.27 feet;
2. thence N 89 ° 48'42" E, a distance of 1318.18 feet;
3. thence S 00 ° 49'57" W, a distance of 1323.44 feet;
4. thence S 89 ° 50'36" W, a distance of 1309.58 feet to the Southwest corner thereof, said point also being the Southeast corner of said S 1/2 SE 1/4 NE 1/4;

thence S 89 ° 46'03" W along the South line of said S 1/2 SE 1/4 NE 1/4, a distance of 747.82 feet to a point on the East right-of-way line of Settlers Ranch Road as recorded under said Settlers Ranch Subdivision Filing No. 2C;
thence Northerly along said Easterly right-of-way line the following three (3) courses:

1. along the arc of a 530.00 foot radius curve to the left, through a central angle of 08 ° 22'06", an arc length of 77.41 feet (the long chord of which bears N 05 ° 23'47" E, a long chord distance of 77.34 feet);
2. thence N 01 ° 12'44" E, a distance of 66.40 feet;
3. thence along the arc of a 470.00 foot radius curve to the right, through a central angle of 20 ° 18'43", an arc length of 166.62 feet (the long chord of which bears N 11 ° 22'05" E, a long chord distance of 165.75 feet);

thence N 68 ° 28'34" W a distance of 60.00 feet to the Northeast corner of Lot 9 of said Settlers Ranch Subdivision Filing No. 2C;
thence N 60 ° 12'24" W along the Northerly line of said Lot 9, also being the Southerly line of the described tract of land a distance of 668.36 feet to the Point of Beginning.