



1975 Research Pkwy, Suite 105  
Colorado Springs, CO 80920  
Phone: 719-592-9933 / Fax: 866-828-9543

**Date:** April 21, 2023  
**File No.:** 592-HS0817601-414  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):**  
**Property:** Vacant Land Sanctuary File 1, Peyton, CO 80831  
**Assessor Parcel No.:**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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:** Heritage Title Company - CO Springs North  
1975 Research Pkwy  
Suite 105  
Colorado Springs, CO 80920

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

**To:**

**To:**

**To:** SB Transaction Coordinator/Or Co Agent

END OF TRANSMITTAL

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

**HS0817601**

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

## Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to read "Michael J. Nolan".

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read "Terry N. Williams".

Terry N. Williams  
Authorized Officer or Agent

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ALTA Commitment for Title Insurance (07/01/2021)



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Sherri Scott Heritage Title Company - CO Springs North 1975 Research Pkwy, Suite 105 Colorado Springs, CO 80920 Phone: 719-639-7807 Fax: 866-828-9543 Main Phone: 719-592-9933 Email: sscott@heritagetco.com	

**Order Number: 592-HS0817601-414**

**Property Address: Vacant Land Sanctuary File 1, Peyton, CO 80831**

### SCHEDULE A

- Commitment Date: April 15, 2023 at 08:00 AM
- Policy to be issued:
  - ALTA Owner's Policy 2021  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$0.00
- The estate or interest in the Land at the Commitment Date is:  
Fee Simple
- The Title is, at the Commitment Date, vested in:  
GTL, Inc., a California corporation as to Parcel A and Meridian Service Metropolitan District as to Parcel B
- The Land is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### PREMIUMS:

Owner's Policy Premium \$0.00

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
**Legal Description**

**Parcel A:**

A parcel of land located in Section 20, in Township 12 South, Range 64 West of the 6th P.M., more particularly described as follows:

Commencing at the Northeast corner of said Section 20 thence S 02°50'06" W a distance of 2065.81 feet to a point on the Eastern boundary of the El Paso County Flacon Regional Park property, recorded with Reception No. 214096227 in the records of El Paso County; said point being the Point of Beginning of this description:

The following two (2) courses are on the boundary line of said El Paso County Falcon Regional Park Property:

1. Thence S 00°13'03" E a distance of 1457.61 feet
2. Thence S 45°14'56" W a distance of 545.49 feet; to a point on the Eastern boundary of Rolling Hills Ranch Filing No. 2 at Meridian Ranch, recorded with Reception No. 221714831 in the records of El Paso County;

The following four (4) courses are on the boundary line of said Rolling Hills Ranch Filing No. 2 at Meridian Ranch;

3. Thence N 44°45'04" W a distance of 478.58 feet;
4. Thence S 86°45'47" W a distance of 400.00 feet;
5. Thence N 28°18'46" W a distance of 1200.00 feet;
6. Thence N 82°33'58" W a distance of 605.38 feet; to a point on the Northern boundary of Rolling Hills Ranch Filing No. 3 at Meridian Ranch, recorded with Reception No. 222714914 in the records of El Paso County;

The following one (1) course is on the boundary of said Rolling Hills Ranch Filing No. 3 at Meridian Ranch;

7. Thence N 82°33'58" W a distance of 782.00 feet; to a point on the Eastern boundary of The Estates at Rolling Hills Ranch Filing No. 2 at Meridian Ranch, recorded with Reception No. 222714944 in the records of El Paso County;

The following three (3) courses are on the boundary line of said The Estates at Rolling Hills Ranch Filing No. 2 at Meridian Ranch;

8. Thence N 07°26'02" E a distance of 80.00 feet;
9. Thence N 37°33'58" W a distance of 31.11 feet;
10. Thence N 07°26'02" E a distance of 20.00 feet;
11. Thence S 37°33'58" E a distance of 31.11 feet;
12. Thence S 82°33'58" E a distance of 1387.37 feet to a point of curve to the left;
13. Thence on the arc of said curve, having a radius of 1930.00 feet, a delta angle of 29°02'43", and arc length of 978.39 feet, whose long chord bears N82°54'40"E a distance of 967.95 feet;
14. Thence N 68°23'18" E a distance of 399.50 feet to a point of curve to the right;
15. Thence on the arc of said curve, having a radius of 2050.00 feet, a delta angle of 02°03'13", an arc length of 73.48 feet, whose long chord bears N69°24'55"E a distance of 73.48 feet;
16. Thence N 26°19'21" E a distance of 31.42 feet;
17. Thence N 71°53'44" E a distance of 60.00 feet;
18. Thence S 62°31'53" E a distance of 31.42 feet to a non-tangent curve to the right;
19. Thence on the arc of said curve, having a radius of 2050.00 feet, a delta angle of 05°02'20", and arc length of 180.29 feet, whose long chord bears N75°52'06"E a distance of 180.23 feet to the Point of Beginning.

Bearings are based on the South line of the SW 1/4 of Section 29, Township 12 South, Range 64 West of the 6th P.M.,

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**EXHIBIT "A"**  
**Legal Description**

assumed to bear S 89°25'42" E from the Southwest corner of said Section 29 (a stone w/scribed "X") to the South quarter corner of said Section 29 (3.25" alum.cap LS #30087).

And

Parcel B:

Tract G, Rolling Hills Ranch Filing 2 at Meridian Ranch, County of El Paso, State of Colorado

(Parcels A and B above To be known as Sanctuary Filing 1 at Meridian Ranch)

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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): GTL, Inc., a California corporation

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.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

NOTE: Statement of Authority for GTL, Inc., a California corporation and recorded March 15, 2023 at Reception No. [223020958](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

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

8. Furnish for recordation a partial release of deed of trust:

Amount: \$13,950,000.00

Trustor/Grantor: GTL Inc., a Colorado corporation

Trustee: Public Trustee of El Paso County

Beneficiary: Meridian Ranch Investments, Inc.

Recording Date: August 24, 2004

Recording No: [204142787](#)

9. Furnish for recordation a partial release of deed of trust:

Amount: \$4,140,000.00

Trustor/Grantor: GTL Inc., a Colorado corporation

Trustee: Public Trustee of El Paso County

Beneficiary: Meridian Ranch Investments, Inc.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Recording Date: November 30, 2012

Recording No: [212142372](#)

## 10. Furnish for recordation a partial release of deed of trust:

Amount: \$5,914,500.00

Dated: March 14, 2023

Trustor/Grantor: [GTL, Inc., a California corporation](#)

Trustee: El Paso

Beneficiary: Meridian Ranch Investments, Inc. a Colorado corporation

Recording Date: March 20, 2023

Recording No.: [223022373](#)

## 11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

## 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:

Warranty Deed, recorded February 10, 2021 at Reception No. [221026870](#).

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Resolution of the Board of County Commissioners dated and recorded October 2, 1897 in Road [Book A at Page 78](#), which provided that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.
9. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in [Book 6845 at Page 751](#).

NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at Reception No. [205199581](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

10. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded June 14, 2000 at Reception No. [200068675](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 16, 2000 at Reception No. [200097484](#), and re-recorded September 12, 2000 at Reception No. [200109261](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Decree recorded November 8, 2000 at Reception No. [200135889](#) and re-recorded March 21, 2003 at Reception No. [203057352](#).
13. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded February 7, 2001 at Reception No. [201015523](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at Reception No. [201029135](#).
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at Reception No. [201114563](#).
16. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at Reception No. [201166986](#).
17. Terms, conditions, provisions, agreements and obligations contained in the Development Plan recorded December 26, 2001 at Reception No. [201189274](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-31 recorded March 25, 2002 at Reception No. [202047059](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded September 16, 2002 at Reception No. [202156315](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at Reception No. [203153360](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 230-BD recorded July 3, 2003 at Reception No. [203153361](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169463](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169464](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169465](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. [203169466](#). Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. [205036170](#).
26. Terms, conditions, provisions, agreements and obligations contained in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 04-29 recorded February 02, 2004 at Reception No. [204019135](#).
27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-17 recorded on October 14, 2005 at Reception No. [205164694](#).
28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-554 recorded on March 14, 2006 at Reception No. [206037322](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-555 as set forth below:  
  
Recording Date: May 24, 2006  
Recording No.: [206076349](#)
30. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-172 by the Board of County Commissioners recorded May 25, 2012 at Reception No. [212060955](#).
31. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-173 by the Board of County Commissioners recorded June 11, 2012 at Reception No. [212066821](#).
32. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan as set forth below:  
  
Recording Date: March 20, 2013  
Recording No.: [213036329](#)
33. Terms, conditions, provisions, agreements, obligations and easements contained in Public Right of Way Landscape License Agreement recorded March 20, 2013 at Reception No. [213036330](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

34. Terms, conditions, provisions, agreements and obligations contained in the Public Disclosure Document as set forth below:  
  
Recording Date: December 29, 2014  
Recording No.: [214119306](#)
35. Terms, conditions, provisions, agreements and obligations contained in the Temporary Easement Agreement as set forth below:  
  
Recording Date: February 5, 2015  
Recording No.: [215011171](#)
36. Terms, conditions, provisions, agreements and obligations contained in the Temporary Easement Agreement as set forth below:  
  
Recording Date: May 26, 2015  
Recording No.: [215052399](#)
37. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-438 by the Board of County Commissioners as set forth below:  
  
Recording Date: November 10, 2015  
Recording No.: [215122524](#)
38. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-104 by the Board of County Commissioners as set forth below:  
  
Recording Date: March 14, 2018  
Recording No.: [218028979](#)
39. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2018-7 by the Board of County Commissioners as set forth below:  
  
Recording Date: July 26, 2018  
Recording No.: [218086104](#)

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**SCHEDULE B, PART II - Exceptions**  
(continued)

40. Terms, conditions, provisions, agreements and obligations contained in the Consent of Landowners to Inclusion in Meridian Ranch Metropolitan District 2018 Subdistrict as set forth below:

Recording Date: July 26, 2018

Recording No.: [218086105](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Rolling Hills Ranch Filings 1-3 at Meridian Ranch PUD Development Plan/Preliminary Plan as set forth below:

Recording Date: January 26, 2021

Recording No.: [221015765](#)

42. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: June 10, 2021

Recording No.: [221112705](#)

43. 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 Sanctuary Filing No. 1 at Meridian Ranch PUD Development Plan/Preliminary Plan set forth below:

Recording Date: March 15, 2023

Recording No.: [223020980](#)

44. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 22-351 as set forth below:

Recording Date: October 5, 2022

Recording No.: [222127556](#)

EXCEPTIONS 8 THRU 44 AFFECTS PARCELS A AND B

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ALTA Commitment for Title Insurance (07/01/2021)



**SCHEDULE B, PART II - Exceptions**  
(continued)

45. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-273 as set forth below:  
  
Recording Date: July 29, 2020  
Recording No.: [220111554](#)
46. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-211 as set forth below:  
  
Recording Date: June 9, 2020  
Recording No.: [220079968](#)
47. Terms, conditions, provisions, agreements and obligations contained in the Resolution No 21-332 as set forth below:  
  
Recording Date: August 25, 2021  
Recording No.: [221161309](#)
48. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch 2021 Sketch Plan Amendment as set forth below:  
  
Recording Date: September 17, 2021  
Recording No.: [221174646](#)
- EXCEPTIONS 45 THRU 48 AFFECTS PARCEL A ONLY
49. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-473 as set forth below:  
  
Recording Date: December 29, 2020  
Recording No.: [220213261](#)
50. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:  
  
Recording Date: October 5, 2021  
Recording No.: [221186064](#)

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**SCHEDULE B, PART II - Exceptions**  
(continued)

51. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:

Recording Date: October 5, 2021

Recording No.: [221186068](#)

52. 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: February 1, 2021

Recording No.: [221714831](#)

53. 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: February 1, 2006

Recording No.: [206016492](#)

Fifteenth Supplement recorded in conjunction therewith recorded October 5, 2021 at Reception No. [221186065](#).

EXCEPTIONS 49 THRU 53 AFFECTS PARCEL B ONLY

**END OF SCHEDULE B, PART II**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; 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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## COMMITMENT CONDITIONS

## 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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; 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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 Heritage Title Company - CO Springs North 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 unfilled 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:
  - o 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 January 1, 2023

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 affiliated or 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 affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

## **Security of Your Information**

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

## **Choices With Your Information**

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:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: [aginquiries@ag.state.nv.us](mailto:aginquiries@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.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **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 or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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

# **AFFIDAVIT AND INDEMNITY AGREEMENT TO HERITAGE TITLE COMPANY - CO SPRINGS NORTH**

**Order No.:** 592-HS0817601-414

**Property:** Vacant Land Sanctuary File 1, Peyton, CO 80831

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Heritage Title Company - CO Springs North:

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:

Vacant Land Sanctuary File 1, Peyton, CO 80831

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 Heritage Title Company - CO Springs North 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:
9. **EXCEPTIONS:** The only exceptions to the above statements are:
10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Heritage Title Company - CO Springs North and Commonwealth Land Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

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

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

**OWNER(S):**

No Seller names added

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