

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM SCHEDULE A

1. Effective Date: February 16, 2018 at 5:00 p.m.
 - a. ALTA Owner's Policy (06-17-06) \$TBD

Proposed Insured:
A Purchaser To Be Determined
 - b. ALTA Loan Policy (06-17-06) \$None

Proposed Insured:
None
2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:

Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company
4. The Land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: 2477, 2457, 2437 and 2417, Marksheffel Rd,
El Paso, Colorado

EXHIBIT A

Commitment No.: NCS-865521-PHX1

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

Lots 1 through 4, Inclusive,
Block 1,
Claremont Ranch Filing No. 9, Amendment No. 1,
County of El Paso,
State of Colorado.

For informational purposes only: APNs:
5404210061 (Lot 1)
5404210062 (Lot 2)
5404210063 (Lot 3)
5404210064 (Lot 4)

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. Recordation of a Warranty Deed satisfactory to the Company, from Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company, vesting fee simple title in and to a Purchaser To Be Determined.
5. Recordation of a Partial Release of the Deed of Trust from Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company to the Public Trustee of El Paso County for the use of Wells Fargo Bank, National Association to secure an indebtedness in the principal sum of \$5,460,000.00, and any other amounts and/or obligations secured thereby, dated January 20, 2016 and recorded January 20, 2016 at Reception No. 216005886, to release the property described herein.
6. Receipt by the Company of the following documentation for Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company:

Operating Agreement, and all amendments thereto, if any.
Certificate of Good Standing issued by the Arizona Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

7. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Evergreen-Constitution & Marksheffel, L.L.C., an Arizona limited liability company.
8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

NOTE: This commitment is subject to further requirements and/or exceptions upon disclosure to the Company of the identity of the proposed insured purchaser.

COMMITMENT FOR TITLE INSURANCE FORM**SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherokee Water and Sanitation District, as evidenced by instrument recorded August 11, 1986 in Book 5216 at Page 353.
7. An easement for line or lines for the transmission and distribution of electrical energy and incidental purposes granted to Mountain View Electric Association, Inc., a Colorado Corporation, as set forth in an instrument recorded January 14, 1997 at Reception No. 97004428.
8. Terms, conditions, provisions, obligations and agreements as set forth in the Inclusion and Water Use Agreement recorded April 11, 1997 at Reception No. 97041325.
9. The effect if any, of the Resolution No. 97-382, Land Use-164 recorded December 29, 1997 at Reception No. 97151776.
10. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Central Marksheffel Metropolitan District, as evidenced by instrument recorded October 03, 2002 at Reception No. 202169647.
11. The effect if any, of the Resolution 04-502 recorded January 31, 2005 at Reception No. 205015067.
12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Grant recorded April 27, 2005 at Reception No. 205059821.

13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded January 29, 2010 at Reception No. 210009346.
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Easement Agreement recorded January 29, 2010 at Reception No. 210009348.

NOTE: Amended Acceptance Statement in connection therewith recorded September 9, 2011 at Reception No. 211087483.
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way and Non-Exclusive Permanent Easement recorded January 4, 2011 at Reception No. 211001049.
16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 15-321 recorded July 29, 2015 at Reception No. 215081459.
17. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 15-376 recorded September 23, 2015 at Reception No. 215103714.
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Avigation Easement recorded January 7, 2016 at Reception No. 216001978.
19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Claremont Ranch Filing No. 9, recorded January 14, 2016 in Plat Book 116 at Page 4.
20. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Improvement Agreement recorded January 14, 2016 at Reception No. 216003936.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Private Detention Basin / Storm Water Quality Best Management Practice Maintenance Agreement and Easement recorded January 14, 2016 at Reception No. 216003937.
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Right of Way, for lines for transmission and distribution of electrical energy recorded January 20, 2016 at Reception No. 216005778 and re-recorded February 10, 2016 at Reception No. 216013253.
23. Covenants, conditions, restrictions, provisions and easements as set forth in Declaration of Covenants, Conditions and Restrictions recorded January 20, 2016 at Reception No. 216005842; First Amendment to Declaration of Covenants, Conditions and Restrictions for Claremont Ranch Marketplace Recorded September 29, 2017 at Reception No. 217117543, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.
24. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Development Agreement recorded January 20, 2016 at Reception No. 216005843.
25. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Operation and Maintenance for Common Areas for [Claremont Ranch Marketplace] recorded January 20, 2016 at Reception No. 216005844; First Amendment to Agreement for Operation and Maintenance for Common Areas for Claremont Ranch Marketplace Recorded September 29, 2017 at Reception No. 21717544; Assignment and Assumption of Rights and Obligations of Maintenance Director Under Agreement for Maintenance for Common areas of Claremont Ranch Marketplace Recorded October 16, 2017 at Reception No. 217124622 .

26. Terms, conditions, provisions, obligations and agreements as set forth in the Common Operation and Reciprocal Easement Agreement recorded January 20, 2016 at Reception No. 216005845, and Supplements thereto recorded August 3, 2017 at Reception Nos. 217092527 and 217092528; Amended and Restated Supplement No. 1 to Common Operation and Reciprocal Easement Agreement recorded September 29, 2017 at Reception No. 217117539; Supplement No. 3 to Common Operation and Reciprocal Easement Agreement Recorded September 29, 2017 at Reception No. 217117540; Supplement No. 4 to Common Operation and Reciprocal Easement Agreement Recorded September 29, 2017 at Reception No. 217117541; Supplement No. 5 to Common Operation and Reciprocal Easement Agreement Recorded September 29, 2017 at Reception No. 217117542; Assignment and Assumption of Rights and Obligations of Manager Under Common and Reciprocal Easement Agreement Recorded October 16, 2017 at Reception No. 217124623 .
27. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 16-046 recorded February 9, 2016 at Reception No. 216013025.
28. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Claremont Ranch Filing No. 9, Amendment No. 1, recorded March 14, 2016 in Plat Book 116 at Page 32.
29. Terms, conditions, provisions, obligations and agreements as set forth in the Encroachment Agreement recorded September 22, 2016 at Reception No. 216108489.
30. Existing leases and tenancies.

EXHIBIT B
Statement of Charges

ALTA Extended Owner Policy	\$
Tax Certification	\$

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**

- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.