



1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920  
Phone: (719) 590-1711  
Fax: (719) 531-5864

DATE: February 21, 2018

FILE NUMBER: 570-F0596137-370-CSP, Amendment No. 2

PROPERTY ADDRESS: 4640 & 4660 Redstone Ridge Rd, Monument, CO 80133

BUYER/BORROWER: Parcel A: First National Bank of Las Animas and Parcel B: Matthew Rohrer

OWNER(S): Parcel A: First National Bank of Las Animas and Parcel B: Matthew Rohrer

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: 7108302007 7108302008

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended effective date, amended exception 12 and fees

**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: Fidelity National Title Company  
1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920

ATTN: CS Title Only  
PHONE: (719) 590-1711  
FAX: (719) 531-5864  
E-MAIL:

TO: First National Bank of Las Animas  
581 Highway 105  
P.O. Box 2009  
Monument, CO 80132

ATTN: Quentin Leighty  
PHONE: (719) 481-0008  
FAX: (719) 481-1062  
E-MAIL: qleighty@fnbmonument.com

TO: LWA Land Surveying, Inc.  
953 E. Fillmore Street  
Colorado Springs

ATTN: Kevin O'Leary  
PHONE: (719) 636-5179  
FAX:  
E-MAIL: kevin@lwalandsurveying.com

TO: Colorado Springs  
1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920

ATTN: CS Title Only  
PHONE: (719) 590-1711  
FAX: (719) 531-5864  
E-MAIL:

END OF TRANSMITTAL

## Attached Legal Description

**Parcel A:**

Lot 20, Red Rock Reserve Subdivision,  
County of El Paso,  
State of Colorado

**Parcel B:**

Lot 21, Red Rock Reserve Subdivision,  
County of El Paso,  
State of Colorado

**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.**

END OF REQUIREMENTS

14. Terms, conditions, provisions, agreements and obligations contained in the Replacement Findings of Fact, Conclusions of Law, Ruling of the Referee, and Decree of the Water Court, District Court, Water Division 1, Colorado, Case Number: 01-CW-026 and Case Number: 01-CW-017 recorded February 15, 2005 at Reception No. 205021778. Water Right Quit-Claim Deeds in connection therewith recorded February 15, 2005 at Reception No.s 205021779 and February 15, 2005 at Reception No.20521780. Water Right Special Warranty Deed in connection therewith recorded February 15, 1005 at Reception No. 205021781.
15. Terms, conditions, provisions, agreements and obligations contained in the Access Easement recorded February 15, 2005 at Reception No. 205021782.
16. Easements, notes, notices and geologic hazard areas as set forth on and/or created by the Plat of RED ROCK RESERVE SUBDIVISION recorded May 17, 2006 at Reception No. 206712320.
17. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin Maintenance Agreement And Easement recorded May 17, 2006 at Reception No. 206072443.
18. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvement Agreement recorded May 17, 2006 at Reception No. 206072444.
19. Terms, conditions, provisions, agreements and obligations contained in the Certificate Of Good Standing and Articles Of Incorporation for Red Rock Reserve Homeowners Association, Inc., a Colorado Nonprofit Corporation recorded May 17, 2006 at Reception No. 206072445.
20. Terms, conditions, provisions, agreements and obligations contained in the Bylaws Of Red Rock Reserve Homeowners Association, Inc. recorded May 17, 2006 at Reception No. 206072446.
21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  

In favor of:	First National Bank of Las Animas
Purpose:	Easement or right-of-way for access to property
Recording Date:	November 12, 2014
Recording No:	<u>Reception No. 214103949</u>
22. Terms, conditions, provisions, agreements, easements and obligations contained in the Agreement and Grant of Easement as set forth below:  

Recording Date:	February 28, 2007
Recording No.:	<u>Reception No. 207027496</u>
	Modification to Agreement and Grant of Easement recorded January 27, 2016 at <u>Reception No. 216008660</u> .

END OF EXCEPTIONS

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

**Parcel A:**

Lot 20, Red Rock Reserve Subdivision,  
County of El Paso,  
State of Colorado

**Parcel B:**

Lot 21, Red Rock Reserve Subdivision,  
County of El Paso,  
State of Colorado

## 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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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>.

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.

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

### Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

**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);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

**Browsing Information.** FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

### How Information is Collected

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

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

### When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;



purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

### **The California Online Privacy Protection Act**

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354