



Receipt for Fees Paid

Planning and Community Development Department
 2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
 Office (719) 520-6300

Date 11/27/18

Customer: **FOUR GATES LAND DEVELOPMENT LLC**
 17435 ROLLER COASTER RD
 MONUMENT, CO 80132

Receipt No. 521850
 Processed by PR

Check No. 1395

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K06	Regional, Area = 2			3,256.00	1	3,256.00
K07	School Fees, School District= 38			2,464.00	1	2,464.00
K39	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K40	SIA Subdivision Improvement Agreement (each additional page)			5.00	7	35.00
K28	Mylar Pages (each page)			13.00	1	13.00
K18	Covenants (1st page)			13.00	1	13.00
K19	Covenants (each additional)			5.00	3	15.00
2	PROJECT NAME: JACKSON RANCH FIL NO 4 SF-17-016					0.00
1	CUSTOMER NAME: FOUR GATES LAND DEVELOPMENT LLC					0.00

Total \$5,809.00

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

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

Schedule (Account) No: 61210-00-020

2017 TAXES PAYABLE 2018

Owner Per Tax Record: FOUR GATES LAND DEVELOPMENT LLC

Property Type: Real
 Property Location: ROLLER COASTER RD
 Property Description: TR IN N2NW4 SEC 21-11-66 DISC AS FOLS:
 COM AT SE COR NW4 SEC 21, TH S 88<46'41"
 W ON S LN NW & 527.59 FT, N 01<13'19" W
 >> SEE REVERSE FOR SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	460
Imp.	\$	0
Other	\$	0
TOTAL	\$	460

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	3.51
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.15
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031236	14.37
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013415	6.17
* PIKES PEAK LIBRARY	0.003812	1.75
TRI-LAKES MONUMENT FIRE PROTECTION	0.018100	8.33
 *TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.074528	34.28

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

Balance due on 2017 taxes: 0.00

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

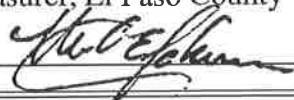
IN WITNESS WHEREOF, I hereunto set my hand and seal this 2nd day of NOVEMBER A.D. 2018

Issued to: M.V.E. INC

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181102 4151165

By: 

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

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

Schedule (Account) No: 61210-00-023

2017 TAXES PAYABLE 2018

Owner Per Tax Record: FOUR GATES LAND DEVELOPMENT LLC

Property Type: Real
 Property Location: JACKSON RANCH CT
 Property Description: SE4NW4, EX THAT PT CONV TO MOUNTAIN VIEW
 ELECTRIC ASSOC INC BY BK 1982 PG 55, THE
 S2S2NE4NW4 ALL IN SEC 21-11-66, EX THAT
 >> SEE REVERSE FOR SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	270
Imp.	\$	0
Other	\$	0
TOTAL	\$	270

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2.06
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.09
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031236	8.44
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013415	3.62
* PIKES PEAK LIBRARY	0.003812	1.03
TRI-LAKES MONUMENT FIRE PROTECTION	0.018100	4.89
 *TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
TOTAL	0.074528	20.13

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

Balance due on 2017 taxes: 0.00

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

IN WITNESS WHEREOF, I hereonto set my hand and seal this 2nd day of NOVEMBER A.D. 2018

Issued to: M.V.E. INC Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 CFC - 20181102 4155350 By: *[Signature]*

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:

Transmittal Information

Date: 11/06/2018
File No: 19862LTG
Property Address: Jackson Ranch Flg. No. 4, , CO
Buyer\Borrower: For Information Only
Seller: Four Gates Land Development LLC, a Colorado limited liability company
Christine F. Brown

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Not Applicable
Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:
E-Mail:

Title Officer:
Jennifer Stogsdill
Legacy Title Group, LLC

Escrow Processor:
Not Applicable
E-Mail:
Phone: 719-442-1900

Buyer:
For Information Only

Seller:
Four Gates Land Development LLC, a Colorado limited liability company

Christine F. Brown

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Changes: effective date, vesting and exceptions

Thank you for using Legacy Title Group, LLC.



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Legacy Title Group, LLC

3630 Sinton Road, STE 300
Colorado Springs, CO 80907
Phone: 719-442-1900



By: Mary O'Dannem
President
Attest: [Signature]
Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A


1. Effective Date: **October 29, 2018, 07:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **For Information Only**
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>To Be Determin. Search Fee End</i>	\$	250.00
<i>Additional Parcel Search Fee</i>	\$	100.00
<hr/>		
Total:	\$	350.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Four Gates Land Development LLC, a Colorado limited liability company
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **Jackson Ranch Flg. No. 4, , CO**

Countersigned
Legacy Title Group, LLC

By: 

J. Stogsdill

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EXHIBIT "A"

JACKSON RANCH FILING NO. 4

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE SOUTH LINE OF THE NORTHWEST QUARTER IS THE BASIS OF BEARINGS FOR THIS DESCRIPTION, S88°46'41"W A DISTANCE OF 2639.80 FEET AND IS MONUMENTED BY A 2 ½" DIAMETER ALUMINUM CAP LS #23890 ON THE EAST AND A 2 ½" DIAMETER ALUMINUM CAP LS # 9853 ON THE WEST; THE DIRECTION IS BASED ON THE OLDBOROUGH HEIGHTS SUBDIVISION RECORDED AT RECEPTION NO. 203230835 OF THE EL PASO COUNTY RECORDS)

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21 AS MONUMENTED BY A 2 ½" DIAMETER ALUMINUM CAP LS # 23890; THENCE S88°46'41"W ON THE SOUTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 527.54 FEET; THENCE N01°13'19"W A DISTANCE OF 45.00 FEET TO THE SOUTHEAST CORNER OF LOT 8, JACKSON RANCH SUBDIVISION FILING NO. 2, AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 216713859 OF SAID EL PASO COUNTY RECORDS;

THENCE N01°31'31"E ON THE EAST LINE OF SAID JACKSON RANCH FILING NO. 2 SUBDIVISION AND THE EAST LINE OF JACKSON RANCH SUBDIVISION FILING NO. 3, AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. _____ OF SAID EL PASO COUNTY RECORDS, SAID LINE BEING COINCIDENTAL WITH THE WEST LINE OF THE MONUMENT SUBDIVISION EXEMPTION PLAT AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 213713382 OF SAID EL PASO COUNTY RECORDS, A DISTANCE OF 1426.83 FEET TO THE NORTHEAST CORNER OF LOT 2, JACKSON RANCH SUBDIVISION FILING NO. 3 AND THE POINT OF BEGINNING;

THE FOLLOWING FIVE (5) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID JACKSON RANCH FILING NO. 3 SUBDIVISION
1. THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET, THROUGH A CENTRAL ANGLE OF 12°09'21", AN ARC DISTANCE OF 101.84 FEET, THE LONG CHORD OF WHICH BEARS S4°33'32"W A DISTANCE OF 101.65 FEET;
2. THENCE N79°22'10"W A DISTANCE OF 60.00 FEET;
3. THENCE N71°39'30"W A DISTANCE OF 424.95 FEET;
4. THENCE N11°32'49"E A DISTANCE OF 214.45 FEET;
5. THENCE N78°36'35"W A DISTANCE OF 606.61 FEET;
THENCE N40°54'02"E A DISTANCE OF 349.90 FEET;

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THENCE N10°07'22"E A DISTANCE OF 530.79 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21;
THENCE N88°40'14"E ON SAID NORTH LINE A DISTANCE OF 1196.02 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;
THENCE S01°31'31"E ON THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 993.42 FEET TO THE NORTHEAST CORNER OF THE AFORESAID MONUMENT SUBDIVISION EXEMPTION PLAT;
THENCE S88°42'39"W ON THE NORTH LINE OF SAID MONUMENT SUBDIVISION EXEMPTION PLAT A DISTANCE OF 527.38 FEET TO THE NORTHWEST CORNER THEREOF;
THENCE S01°31'31"E ON THE WEST LINE OF SAID MONUMENT SUBDIVISION EXEMPTION PLAT A DISTANCE OF 183.25 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN;

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART I Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II
Exceptions

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

The Policy 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. 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 value the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
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 record.
4. Rights or claims of parties in possession not shown by the Public Records.
5. Easements or claims of easements not shown in the Public Records.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded June 20, 1917 in Book 571 at Page 55, which provided that all section lines, township lines, and range lines on the public domain declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highway when in their judgment it shall be necessary and expedient.
10. Any assessment or lien of Tri-Lakes Fire Protection District as disclosed by Service Plan for the Formation of the Tri-Lakes Fire Protection District for El Paso County, Colorado recorded March 2, 1977 at Reception No. 303468 and by Order and Decree Creating District recorded July 18, 1977 in Book 2941 at Page 577.

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11. Deed recorded June 27, 1991 in Book 5853 at Page 1367 makes reference to the conveyance of all water, water rights, non-tributary ground water rights, ditches, flumes, and water appurtenant to the said described property and all oil, gas, gravel, sand, coal and other minerals on, in and under the said described property.
12. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded December 16, 1966 in Book 2159 at Page 348.
13. Any fee, assessment or lien of Cherry Creek Soil Conservation District, as disclosed by the Certificate of Merger and Change of Name recorded November 25, 1974 in Book 2719 at Page 740.
14. Terms, conditions and provisions of Fire Protection District recorded March 2, 1977 at Reception No. 303468.
15. Reservation of any and all oil, gas, gravel, sand, coal and other minerals as contained in Deed recorded June 27, 1991 in Book 5853 at Page 1367.
16. Terms, conditions and provisions of Joint Use Water Well Agreement recorded November 16, 2001 at Reception No. 201168156.
17. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 02-394, by and before the Board of County Commissioners County of El Paso, State of Colorado recorded November 7, 2002 at Reception No. 202195447 and rerecorded January 23, 2003 at Reception No. 203105803.
18. Any assessment or lien of Baptist Rural Transportation Authority District as disclosed by the instrument recorded March 6, 2006 at Reception No.206032223 and recorded March 3, 2006 at Reception No. 206032224.
19. Terms, conditions and provisions of Findings and Ruling of the Referee and Decree of the Water Court, recorded November 19, 2009 at Reception No. 209133997, Reception No. 209133998, Reception No. 209133999, Reception No. 209134000, Reception No. 209134001, and Reception No. 209134002.
20. Terms, conditions and provisions of Findings and Ruling of the Referee and Decree of the Water Court, recorded April 17, 2014 at Reception No. 214031872 and August 8, 2016 at Reception No. 216096661. Deed in connection therewith recorded February 04, 2015 at Reception No. 215010697.
21. Terms, conditions and provisions of Resolution No. 14-193, recorded May 29, 2014 at Reception No. 214045121.
22. Terms, conditions and provisions of Resolution No. 14-194, recorded May 29, 2014 at Reception No. 214045122.
23. Terms, conditions and provisions of Resolution No. 14-442, recorded November 26, 2014 at Reception No. 214109191
24. Terms, conditions and provisions of Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded February 4, 2015 at Reception No. 215010693.

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25. Terms, conditions and provisions of Subdivision Improvement Agreement recorded February 4, 2015 at Reception No. 215010694.
26. Those covenants, conditions, terms, obligations (including Common Expenses, fees and costs under the Common Interest Ownership Act), easements and restrictions which are a burden to subject property described in Schedule A hereunder, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin, as provided in the Declaration recorded February 4, 2015 at Reception No. 215010695. Amendments to Declaration of Conditions, Covenants, Restrictions and Easements recorded October 19, 2016 at Reception No. 216121087 and November 1, 2016 at Reception No. 216126858.
27. Terms, conditions and provisions of Bylaws of Jackson Ranch Owners Association recorded February 4, 2015 at Reception No. 215010696.
28. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, which references water and water rights recorded February 4, 2015 at Reception No. 215010698.
29. Notes, notices, easements and restrictions as shown on the plat of said subdivision of Jackson Ranch Filing No. 1, recorded February 4, 2015 at Reception No. 215713577. Engineers Statement in connection therewith recorded November 9, 2015 at Reception No. 215121732.

NOTE: Per plat note (Item No. 15) Tract A is dedicated as open space, park and drainage easement, with ownership and maintenance by the Jackson Ranch Homeowners Association.

30. Terms, conditions and provisions of groundwater granted to Jackson Ranch, LLC, a Colorado limited liability company recorded February 10, 2015 at Reception No. 215012663.
31. Terms, agreements, provisions, conditions and obligations as contained in Decree recorded August 25, 2016 at Reception No. 216096661.
32. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-032 recorded January 24, 2018 at Reception No. 218009068.
33. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-033 recorded January 24, 2018 at Reception No. 218009069.
34. Deed of Trust from Four Gates Land Development LLC, a Colorado Limited Liability Company, to the Public Trustee of the County of El Paso for the use of Gwilym R. Brown and Lillian C. Brown, to secure \$75,000.00 dated March 18, 2008 recorded March 18, 2008 at Reception No. 208031233.
35. Deed of Trust from Morgan R. Brown and Christine F. Brown, to the Public Trustee of the County of El Paso for the use of Gwilym R. Brown and Lillian C. Brown, to secure \$50,000.00 dated September 15, 2008 recorded October 1, 2008 at Reception No. 208107637.
36. Deed of Trust from Four Gates Land Development LLC, a Colorado limited liability company and Jackson

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Ranch, LLC, a Colorado limited liability company, to the Public Trustee of the County of El Paso for the use of Gwilym R. Brown and Lillian C. Brown, to secure \$25,000.00 dated August 3, 2009 recorded August 3, 2009 at Reception No. 209090907.

37. Deed of Trust from Four Gates Land Development, LLC, to the Public Trustee of the County of El Paso for the use of New Direction IRA, Inc., FBO Larry A Stroud IRA, to secure \$160,750.00 dated June 16, 2015 recorded June 16, 2015 at Reception No. 215062234.

FOR INFORMATIONAL PURPOSES:

Deeds recorded January 18, 2013 as Reception No. 213007938, August 26, 2013 at Reception No. 213109155 and October 1, 2008 at Reception No. 208107636 and October 19, 2015 as Reception No. 215113605.

Deed recorded June 6, 2017 at Reception No. 217065475.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Legacy Title Group, LLC

Disclosures

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. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or 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. Pursuant to C.R.S. 10-11-122.

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 withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Legacy Title Group, LLC

Westcor Land Title Insurance Company ("WLTIC") and **Legacy Title Group, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Legacy Title Group, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Legacy Title Group, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Legacy Title Group, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Legacy Title Group, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Legacy Title Group, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Legacy Title Group, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Legacy Title Group, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Legacy Title Group, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com