



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABD55093771-4**

Date: **09/17/2021**

Property Address: **SIX TRACTS OF LAND LOCATED IN EL PASO COUNTY, COLORADO SPRINGS, CO**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0243 (Work)
(877) 334-2012 (Work Fax)
kdeherrera@ltgc.com
Contact License: CO463794
Company License: CO44565

Closers Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0244 (Work)
agoller@ltgc.com
Contact License: COCO416293
Company License: CO44565

For Title Assistance

David Knapp
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4174 (Work)
dknapp@ltgc.com

D.R. CARLISLE
Attention: BILL CARLISLE
9555 S. KINGSTON CT.
Englewood, CO 80112
(407) 375-0658 (Work)
wmcarlisle@drhorton.com
Delivered via: Electronic Mail

DAVIS & CERIANI
Attention: NICHOLAS DOOHER
1600 STOUT ST SUITE 1710
DENVER, CO 80202
(303) 534-9000 (Work)
(303) 534-4618 (Work Fax)
ndooherr@davisandceriani.com
Delivered via: Electronic Mail

MELODY HOMES INC, A DELAWARE CORPORATION
Attention: ROBERT COLTIN
9555 S KINGSTON COURT
ENGLEWOOD, CO 80112
rcoltin@drhorton.com
Delivered via: Electronic Mail

DAVIS & CERIANI
Attention: JOHN BAKER
1600 STOUT ST SUITE 1710
DENVER, CO 80202
(303) 534-9000 (Work)
(303) 534-4618 (Work Fax)
jbaker@davisandceriani.com
Delivered via: Electronic Mail

D.R. HORTON
Attention: DERRICK HOFFMAN
9555 S. KINGSTON CT.
Englewood, CO 80112
DJHoffman@drhorton.com
Delivered via: Electronic Mail

DAVIS & CERIANI
Attention: NORAH BOWERMAN
1600 STOUT ST SUITE 1710
DENVER, CO 80202
(303) 534-9000 (Work)
(303) 534-4618 (Work Fax)
nbowerman@davisandceriani.com
Delivered via: Electronic Mail

D.R. HORTON
Attention: RILEY HILLEN
9555 S. KINGSTON CT.
Englewood, CO 80112
RHillen@drhorton.com
Delivered via: Electronic Mail

FAIRFIELD AND WOODS
Attention: JACK REUTZEL
1801 CALIFORNIA STREET #2600
DENVER, CO 80202
(303) 894-4410 (Work)
(303) 830-1033 (Work Fax)
jreutzel@fwlaw.com
Delivered via: Electronic Mail

4 WAY RANCH JOINT VENTURE LLC, A DELAWARE
LIMITED LIABILITY COMPANY
Attention: PETER LINNEMAN
1001 CHESTNUT ST
SUITE 101
PHILADELPHIA, PA 19107
plinneman@americanlandfund.com
Delivered via: Electronic Mail

Sherry Sickles
ssickles@fwlaw.com
Delivered via: Electronic Mail

LAND RESOURCE GROUP
Attention: PETER MARTZ
4750 HILTON PARKWAY
COLORADO SPRINGS, CO 80907
(719) 491-3150 (Cell)
(719) 447-8773 (Work)
pmartzlrg@comcast.net
Delivered via: Electronic Mail

KLEHR, HARRISON, HARVEY, BRANZBURG LLP
Attention: JON KATONA
1835 MARKET STREET, SUITE 1400
PHILADELPHIA, PA 19103
jkatona@klehr.com
Delivered via: Electronic Mail

4 WAY RANCH JOINT VENTURE LLC, A DELAWARE
LIMITED LIABILITY COMPANY
Attention: CHRISTINE KWAK
1001 CHESTNUT ST
SUITE 101
PHILADELPHIA, PA 19107
ckwak@americanlandfund.com
Delivered via: Electronic Mail

EDWARD-JAMES SURVEYING, INC.
Attention: JON TESSIN
926 ELKTON DRIVE
Colorado Springs, CO 80907
(719) 576-1216 (Work)
jtessin@ejsurveying.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABD55093771-4** Date: **09/17/2021**
Property Address: **SIX TRACTS OF LAND LOCATED IN EL PASO COUNTY, COLORADO SPRINGS, CO**
Parties: **MELODY HOMES INC., A DELAWARE CORPORATION**
4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCELS A, B, C, D AND E; AND LATIGO RANCH, A PARTNERSHIP, THE HEIRS OR DEVISEES OF R. E. LEE, DECEASED, THE HEIRS OR DEVISEES OF MARY LEE, DECEASED, AND 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THEIR INTERESTS APPEAR OF RECORD, AS TO PARCEL F

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate	\$10,709.00
Deletion of Standard Exception(s)	\$100.00
Endorsement 100.31-06 #13	\$2,142.00
TBD - TBD Income FROM ORDER NO. 55089017	-\$271.00
Tax Certificate 42000-00-368	\$26.00
Tax Certificate 42000-00-366	\$26.00
Tax Certificate 42000-00-417	\$26.00
Tax Certificate 42000-00-326	\$26.00
Tax Certificate 42000-00-349	\$26.00
	Total \$12,810.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 12/28/2010 under reception no. 210132407](#)

[El Paso county recorded 12/28/2010 under reception no. 210132310](#)

[El Paso county recorded 09/12/2011 under reception no. 211088249](#)

[El Paso county recorded 10/13/1970 at book 2369 page 589](#)

[El Paso county recorded 03/15/1951 at book 1287 page 365](#)

[El Paso county recorded 05/20/2013 under reception no.
213064904](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

Property Address:

SIX TRACTS OF LAND LOCATED IN EL PASO COUNTY, COLORADO SPRINGS, CO

1. Effective Date:

09/11/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate \$13,000,000.00
Proposed Insured:
MELODY HOMES INC., A DELAWARE CORPORATION

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO PARCELS A, B, C, D AND E; AND LATIGO RANCH, A PARTNERSHIP, THE HEIRS OR DEVISEES OF R. E. LEE, DECEASED, THE HEIRS OR DEVISEES OF MARY LEE, DECEASED, AND 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THEIR INTERESTS APPEAR OF RECORD, AS TO PARCEL F

5. The Land referred to in this Commitment is described as follows:

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

PARCEL A:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 28, A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "PS INC 1996 PLS 30087" AND AT THE EASTERLY END BY AN ILLEGIBLE 3-1/4" ALUMINUM CAP, ASSUMED TO BEAR S 89 DEGREES 47 MINUTES 29 SECONDS E A DISTANCE OF 5270.55 FEET.

COMMENCING AT THE NORTHEAST CORNER OF 4 WAY RANCH FILING NO. 1 AS PLATTED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NO. 206712416, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 38 DEGREES 15 MINUTES 31 SECONDS E, ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD, A DISTANCE OF 54.47 FEET; THENCE S 28 DEGREES 23 MINUTES 01 SECONDS E A DISTANCE OF 429.56 FEET; THENCE S 18 DEGREES 14 MINUTES 27 SECONDS E A DISTANCE OF 254.35 FEET; THENCE S 30 DEGREES 04 MINUTES 30 SECONDS E A DISTANCE OF 382.89 FEET; THENCE S 24 DEGREES 17 MINUTES 51 SECONDS E A DISTANCE OF 617.25 FEET; THENCE S 18 DEGREES 38 MINUTES 16 SECONDS E A DISTANCE OF 326.29 FEET; THENCE S 12 DEGREES 01 MINUTES 08 SECONDS E A DISTANCE OF 399.03 FEET; THENCE S 10 DEGREES 22

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

MINUTES 31 SECONDS W A DISTANCE OF 290.65 FEET; THENCE S 64 DEGREES 09 MINUTES 32 SECONDS W A DISTANCE OF 143.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID 4 WAY RANCH FILING NO. 1; THENCE NORTHERLY AND ALONG THE BOUNDARY OF 4 WAY RANCH FILING NO. 1 THE FOLLOWING THIRTEEN (13) COURSES:

1. N 01 DEGREES 31 MINUTES 24 SECONDS E A DISTANCE OF 235.86 FEET;
2. N 01 DEGREES 58 MINUTES 45 SECONDS E A DISTANCE OF 267.96 FEET;
3. N 38 DEGREES 56 MINUTES 07 SECONDS E A DISTANCE OF 145.18 FEET;
4. N 28 DEGREES 06 MINUTES 29 SECONDS W A DISTANCE OF 415.84 FEET;
5. N 40 DEGREES 37 MINUTES 02 SECONDS W A DISTANCE OF 70.00 FEET TO A POINT ON CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S 42 DEGREES 44 MINUTES 08 SECONDS E, HAVING A DELTA OF 2 DEGREES 07 MINUTES 07 SECONDS, A RADIUS OF 1135.00 FEET, AN A LENGTH OF 41.97 FEET;
7. N 44 DEGREES 30 MINUTES 10 SECONDS W A DISTANCE OF 104.01 FEET TO A POINT OF CURVE;
8. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 21 DEGREES 00 MINUTES 17 SECONDS, A RADIUS OF 565.00 FEET, AND A LENGTH OF 207.13 FEET;
9. N 23 DEGREES 29 MINUTES 53 SECONDS W A DISTANCE OF 586.57 FEET TO A POINT OF CURVE;
10. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 41 DEGREES 24 MINUTES 38 SECONDS, A RADIUS OF 40.00 FEET, AND A LENGTH OF 28.91 FEET TO A POINT OF REVERSE CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 98 DEGREES 18 MINUTES 02 SECONDS, A RADIUS OF 60.00 FEET, AND A LENGTH OF 102.94 FEET;
12. N 09 DEGREES 36 MINUTES 47 SECONDS E A DISTANCE OF 290.54 FEET;
13. N 28 DEGREES 23 MINUTES 01 SECONDS W A DISTANCE OF 380.74 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PORTION OF SECTION 28 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE WESTERLY END BY A 3-1/4 INCH ALUMINUM CAP STAMPED "PS INC 1996 PLS 30087" AND AT THE EASTERLY END BY AN ILLEGIBLE 3-1/4 INCH ALUMINUM CAP, ASSUMED TO BEAR S 89 DEGREES 47 MINUTES 29 SECONDS E, A DISTANCE OF 5270.55 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ON THE SOUTHERLY LINE OF SAID SECTION 28 S 89 DEGREES 47 MINUTES 29 SECONDS E, A DISTANCE OF 1131.04 FEET TO THE POINT OF BEGINNING; THENCE ON THE FOLLOWING FIFTY-TWO (52) COURSES:

1. N 10 DEGREES 45 MINUTES 49 SECONDS W, A DISTANCE OF 107.53 FEET;
2. N 12 DEGREES 40 MINUTES 04 SECONDS E, A DISTANCE OF 679.15 FEET;
3. N 09 DEGREES 37 MINUTES 02 SECONDS E, A DISTANCE OF 70.00 FEET;
4. ON A NON-TANGENT ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 1465.00 FEET, A CENTRAL ANGLE OF 2 DEGREES 30 MINUTES 59 SECONDS, AND AN ARC LENGTH OF 64.34 FEET (CHORD BEARS S 81 DEGREES 38 MINUTES 28 SECONDS E, A DISTANCE OF 64.34 FEET);
5. ON A NON-TANGENT BEARING, N 04 DEGREES 10 MINUTES 28 SECONDS E, A DISTANCE OF 63.70 FEET;
6. N 20 DEGREES 34 MINUTES 25 SECONDS W, A DISTANCE OF 144.94 FEET;
7. N 28 DEGREES 43 MINUTES 09 SECONDS W, A DISTANCE OF 182.42 FEET;

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

8. N 39 DEGREES 02 MINUTES 37 SECONDS E, A DISTANCE OF 269.86 FEET;
9. S 28 DEGREES 50 MINUTES 14 SECONDS E, A DISTANCE OF 419.93 FEET;
10. N 25 DEGREES 31 MINUTES 50 SECONDS E, A DISTANCE OF 629.86 FEET;
11. ON A NON-TANGENT ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 1 DEGREES 06 MINUTES 18 SECONDS, AN AN ARC LENGTH OF 19.96 FEET (CHORD BEARS N 63 DEGREES 55 MINUTES 01 SECONDS W, A DISTANCE OF 19.96 FEET);
12. ON A NON-TANGENT BEARING, N 26 DEGREES 38 MINUTES 08 SECONDS E, A DISTANCE OF 70.00 FEET;
13. N 24 DEGREES 21 MINUTES 29 SECONDS E, A DISTANCE OF 365.46 FEET;
14. N 51 DEGREES 48 MINUTES 59 SECONDS W, A DISTANCE OF 239.45 FEET;
15. N 37 DEGREES 45 MINUTES 39 SECONDS W, A DISTANCE OF 249.37 FEET;
16. N 25 DEGREES 18 MINUTES 38 SECONDS W, A DISTANCE OF 227.74 FEET;
17. N 12 DEGREES 05 MINUTES 17 SECONDS W, A DISTANCE OF 298.63 FEET;
18. N 00 DEGREES 12 MINUTES 59 SECONDS E, A DISTANCE OF 377.08 FEET;
19. S 89 DEGREES 47 MINUTES 01 SECONDS E, A DISTANCE OF 435.00 FEET;
20. S 00 DEGREES 12 MINUTES 59 SECONDS W, A DISTANCE OF 30.00 FEET;
21. S 89 DEGREES 47 MINUTES 01 SECONDS E, A DISTANCE OF 350.00 FEET;
22. N 00 DEGREES 12 MINUTES 59 SECONDS E, A DISTANCE OF 330.00 FEET;
23. N 89 DEGREES 47 MINUTES 01 SECONDS W, A DISTANCE OF 150.00 FEET;
24. N 00 DEGREES 12 MINUTES 59 SECONDS E, A DISTANCE OF 434.91 FEET;
25. S 89 DEGREES 47 MINUTES 08 SECONDS E, A DISTANCE OF 2090.17 FEET;
26. S 53 DEGREES 09 MINUTES 21 SECONDS E, A DISTANCE OF 274.59 FEET;
27. S 55 DEGREES 23 MINUTES 03 SECONDS E, A DISTANCE OF 236.13 FEET;
28. S 33 DEGREES 08 MINUTES 09 SECONDS E, A DISTANCE OF 96.96 FEET;
29. S 02 DEGREES 36 MINUTES 18 SECONDS W, A DISTANCE OF 77.74 FEET;
30. S 27 DEGREES 19 MINUTES 17 SECONDS W, A DISTANCE OF 123.17 FEET;
31. S 08 DEGREES 58 MINUTES 51 SECONDS W, A DISTANCE OF 67.90 FEET;
32. S 46 DEGREES 14 MINUTES 44 SECONDS W, A DISTANCE OF 117.40 FEET;
33. S 21 DEGREES 36 MINUTES 58 SECONDS W, A DISTANCE OF 167.68 FEET;
34. S 00 DEGREES 12 MINUTES 58 SECONDS W, A DISTANCE OF 448.92 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 28;
35. ON SAID CENTERLINE, N 89 DEGREES 47 MINUTES 16 SECONDS W, A DISTANCE OF 1871.23 FEET TO THE CENTER CORNER OF SAID SECTION 28;
36. ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, S 00 DEGREES 26 MINUTES 19 SECONDS E, A DISTANCE OF 2074.72 FEET;
37. S 38 DEGREES 29 MINUTES 42 SECONDS W, A DISTANCE OF 254.72 FEET;
38. N 50 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 130.33 FEET;
39. N 90 DEGREES 00 MINUTES 00 SECONDS W, A DISTANCE OF 64.36 FEET;
40. S 81 DEGREES 21 MINUTES 20 SECONDS W, A DISTANCE OF 79.00 FEET;
41. S 69 DEGREES 17 MINUTES 32 SECONDS W, A DISTANCE OF 67.16 FEET;
42. S 62 DEGREES 43 MINUTES 20 SECONDS W, A DISTANCE OF 59.22 FEET;
43. S 80 DEGREES 50 MINUTES 46 SECONDS W, A DISTANCE OF 53.31 FEET;
44. N 72 DEGREES 21 MINUTES 55 SECONDS W, A DISTANCE OF 39.19 FEET;
45. N 65 DEGREES 00 MINUTES 13 SECONDS W, A DISTANCE OF 28.10 FEET;
46. N 80 DEGREES 32 MINUTES 47 SECONDS W, A DISTANCE OF 61.96 FEET;
47. N 88 DEGREES 09 MINUTES 15 SECONDS W, A DISTANCE OF 52.66 FEET;
48. S 82 DEGREES 46 MINUTES 11 SECONDS W, A DISTANCE OF 108.65 FEET;
49. S 04 DEGREES 12 MINUTES 27 SECONDS W, A DISTANCE OF 315. 20 FEET;
50. S 15 DEGREES 46 MINUTES 51 SECONDS W, A DISTANCE OF 120.00 FEET;
51. ON A NON-TANGENT ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 1280.00 FEET, A CENTRAL

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

ANGLE OF 26 DEGREES 32 MINUTES 40 SECONDS, AND AN ARC LENGTH OF 593.01 FEET (CHORD BEARS N 87 DEGREES 29 MINUTES 29 SECONDS W, A DISTANCE OF 587.72 FEET);
52. ON AN NON-TANGENT BEARING, N 10 DEGREES 45 MINUTES 49 SECONDS W, A DISTANCE OF 12.47 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 4, 2008 UNDER RECEPTION NO. [208025323](#).

PARCEL C:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST QUARTER, AND SOUTHWEST QUARTER OF SECTION 28, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHWEST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087" AND AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087", BEING ASSUMED TO BEAR S 89 DEGREES 47 MINUTES 04 SECONDS E, A DISTANCE OF 5285.07 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S 00 DEGREES 30 MINUTES 55 SECONDS E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1319.39 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHWEST QUARTER;

THENCE S 89 DEGREES 47 MINUTES 08 SECONDS E ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 588.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING S 89 DEGREES 47 MINUTES 08 SECONDS E ON SAID NORTH LINE, A DISTANCE OF 1605.16 FEET;

THENCE S 00 DEGREES 12 MINUTES 59 SECONDS W, A DISTANCE OF 435.00 FEET;

THENCE S 89 DEGREES 47 MINUTES 01 SECONDS E, A DISTANCE OF 139.63 FEET;

THENCE S 00 DEGREES 12 MINUTES 59 SECONDS W, A DISTANCE OF 330.00 FEET;

THENCE N 89 DEGREES 47 MINUTES 01 SECONDS W, A DISTANCE OF 350.00 FEET;

THENCE N 00 DEGREES 12 MINUTES 59 SECONDS E, A DISTANCE OF 30.00 FEET;

THENCE N 89 DEGREES 47 MINUTES 01 SECONDS W, A DISTANCE OF 435.00 FEET;

THENCE S 00 DEGREES 12 MINUTES 59 SECONDS W, A DISTANCE OF 377.02 FEET;

THENCE S 12 DEGREES 05 MINUTES 17 SECONDS E, A DISTANCE OF 298.63 FEET;

THENCE S 25 DEGREES 18 MINUTES 38 SECONDS E, A DISTANCE OF 227.74 FEET;

THENCE S 37 DEGREES 45 MINUTES 39 SECONDS E, A DISTANCE OF 249.37 FEET;

THENCE S 51 DEGREES 48 MINUTES 59 SECONDS E, A DISTANCE OF 239.45 FEET;

THENCE S 24 DEGREES 21 MINUTES 29 SECONDS W, A DISTANCE OF 365.46 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N 26 DEGREES 38 MINUTES 08 SECONDS E, HAVING A DELTA OF 01 DEGREES 06 MINUTES 18 SECONDS, A RADIUS OF 965.00 FEET, A DISTANCE OF 18.61 FEET TO A POINT ON CURVE;

THENCE S 25 DEGREES 31 MINUTES 50 SECONDS W, A DISTANCE OF 699.86 FEET;

THENCE N 28 DEGREES 50 MINUTES 14 SECONDS W, A DISTANCE OF 419.93 FEET;

THENCE S 39 DEGREES 02 MINUTES 37 SECONDS W, A DISTANCE OF 269.86 FEET;

THENCE S 28 DEGREES 43 MINUTES 09 SECONDS E, A DISTANCE OF 182.42 FEET;

THENCE S 20 DEGREES 34 MINUTES 25 SECONDS E, A DISTANCE OF 144.94 FEET;

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

THENCE S 04 DEGREES 10 MINUTES 28 SECONDS W, A DISTANCE OF 63.70 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N 07 DEGREES 06 MINUTES 03 SECONDS E, HAVING A DELTA OF 02 DEGREES 30 MINUTES 59 SECONDS, A RADIUS OF 1465.00 FEET, A DISTANCE OF 64.34 FEET TO A POINT ON CURVE;
THENCE S 09 DEGREES 37 MINUTES 02 SECONDS W, A DISTANCE OF 70.00 FEET;
THENCE S 12 DEGREES 40 MINUTES 04 SECONDS W, A DISTANCE OF 679.15 FEET;
THENCE S 10 DEGREES 45 MINUTES 49 SECONDS E, A DISTANCE OF 120.00 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S 10 DEGREES 45 MINUTES 49 SECONDS E, HAVING A DELTA OF 15 DEGREES 04 MINUTES 39 SECONDS, A RADIUS OF 1280.00 FEET, A DISTANCE OF 336.84 FEET TO A POINT OF TANGENT;
THENCE S 64 DEGREES 09 MINUTES 32 SECONDS W, A DISTANCE OF 723.95 FEET;
THENCE N 10 DEGREES 22 MINUTES 31 SECONDS E, A DISTANCE OF 439.41 FEET;
THENCE N 12 DEGREES 01 MINUTES 08 SECONDS W, A DISTANCE OF 399.03 FEET;
THENCE N 18 DEGREES 38 MINUTES 16 SECONDS W, A DISTANCE OF 326. 29 FEET;
THENCE N 24 DEGREES 17 MINUTES 51 SECONDS W, A DISTANCE OF 617.25 FEET;
THENCE N 30 DEGREES 04 MINUTES 30 SECONDS W, A DISTANCE OF 382.89 FEET;
THENCE N 18 DEGREES 14 MINUTES 27 SECONDS W, A DISTANCE OF 254.35 FEET;
THENCE N 28 DEGREES 23 MINUTES 01 SECONDS W, A DISTANCE OF 429.55 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD;
THENCE N 38 DEGREES 15 MINUTES 31 SECONDS E, ON SAID RIGHT-OF-WAY, A DISTANCE OF 549.80 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST, SIXTH PRINCIPAL MERIDIAN;
THENCE ON THE SOUTH AND EAST LINE OF SAID NORTHEAST QUARTER THE FOLLOWING TWO (2) COURSES:

1. S 89 DEGREES 54 MINUTES 34 SECONDS E, A DISTANCE OF 310.49 FEET;
2. N 00 DEGREES 30 MINUTES 55 SECONDS W, A DISTANCE OF 389.80 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EASTONVILLE ROAD;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N 38 DEGREES 15 MINUTES 31 SECONDS E, A DISTANCE OF 3.28 FEET;
2. N 37 DEGREES 34 MINUTES 53 SECONDS E, A DISTANCE OF 508.84 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 20 DEGREES 43 MINUTES 39 SECONDS, A RADIUS OF 1630.00 FEET, A DISTANCE OF 589.68 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF CONVEYED BY SPECIAL WARRANTY DEEDS RECORDED MARCH 4, 2008 UNDER RECEPTION NO. [208025323](#) AND AUGUST 3, 2017 UNDER RECEPTION NO. [217092201](#).

PARCEL D:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THOSE PORTIONS CONVEYED IN DEEDS RECORDED AUGUST 24, 2005 UNDER RECEPTION NO. [205132123](#) AND NOVEMBER 17, 2006 UNDER RECEPTION NO. [206169256](#).

PARCEL E:

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD55093771-4

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE NORTHWEST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087", AND AT THE NORTHEAST CORNER BY A 3-1/4" ALUMINUM SURVEYOR'S CAP STAMPED "PSINC LS 30087", BEING ASSUMED TO BEAR S 89 DEGREES 47 MINUTES 04 SECONDS E, A DISTANCE OF 5285.07 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE S 89 DEGREES 47 MINUTES 04 SECONDS E ON THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 5285.07 FEET TO THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S 00 DEGREES 21 MINUTES 38 SECONDS E, ON THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 2638.49 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28; THENCE N 89 DEGREES 47 MINUTES 12 SECONDS W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 309.18 FEET TO THE POINT OF BEGINNING;

THENCE N 89 DEGREES 47 MINUTES 12 SECONDS W ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 458.56 FEET;

THENCE N 00 DEGREES 12 MINUTES 58 SECONDS E, A DISTANCE OF 392.76 FEET;

THENCE S 89 DEGREES 47 MINUTES 12 SECONDS E, A DISTANCE OF 458.56 FEET;

THENCE S 00 DEGREES 12 MINUTES 58 SECONDS W, A DISTANCE OF 392.76 FEET TO THE POINT OF BEGINNING.

PARCEL F:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., WHICH LIES SOUTHEAST OF EASTONVILLE ROAD, COUNTY OF EL PASO, STATE OF COLORADO.

Copyright 2006-2021 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD55093771-4

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF _____.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. A FULL COPY OF THE FULLY EXECUTED PARTNERSHIP AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR LATIGO RANCH, A PARTNERSHIP MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

(AFFECTS PARCEL F)

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF LATIGO RANCH AS A PARTNERSHIP. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

(AFFECTS PARCEL F)

5. GOOD AND SUFFICIENT DEED FROM LATIGO RANCH, A PARTNERSHIP TO 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

(AFFECTS PARCEL F)

6. COPY OF LETTERS CERTIFIED BY A COLORADO COURT EVIDENCING THE APPOINTMENT OF A PERSONAL REPRESENTATIVE IN THE ESTATE OF R. E. LEE, DECEASED.

(AFFECTS PARCEL F)

7. PERSONAL REPRESENTATIVE'S DEED FROM THE ESTATE OF R. E. LEE, DECEASED, TO 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

(AFFECTS PARCEL F)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD55093771-4

All of the following Requirements must be met:

8. COPY OF LETTERS CERTIFIED BY A COLORADO COURT EVIDENCING THE APPOINTMENT OF A PERSONAL REPRESENTATIVE IN THE ESTATE OF MARY LEE, DECEASED.

(AFFECTS PARCEL F)

9. PERSONAL REPRESENTATIVE'S DEED FROM THE ESTATE OF MARY LEE, DECEASED, TO 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

(AFFECTS PARCEL F)

10. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF 4 WAY RANCH JOINT VENTURE, LLC AS A DELAWARE LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

NOTE: THE OPERATING AGREEMENT FOR 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES THAT THE MANAGER(S) MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

11. WARRANTY DEED FROM 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO MELODY HOMES INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.
12. RELEASE OF DEED OF TRUST FROM 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO PUBLIC TRUSTEE: EL PASO COUNTY, FOR THE BENEFIT OF MELODY HOMES INC., A DELAWARE CORPORATION IN THE AMOUNT: \$250,000.00 RECORDED APRIL 07, 2021 UNDER RECEPTION NO. 22169464.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD55093771-4

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF 4 WAY RANCH JOINT VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF MELODY HOMES INC., A DELAWARE CORPORATION.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2020 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

NOTE: ITEMS 7(A) AND 7(B) OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON RECEIPT OF AN AFFIDAVIT FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABD55093771-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF BLACK SQUIRREL CREEK.**
- 10. (THIS ITEM WAS INTENTIONALLY DELETED)**
- 11. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO TELEPHONE COMPANY IN INSTRUMENT RECORDED JANUARY 09, 1905, IN BOOK 358 AT PAGE [542](#). SAID EASEMENT WAS CONVEYED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN DEED RECORDED AUGUST 5, 1911 IN BOOK 482 AT PAGE [190](#).**
- 12. (THIS ITEM WAS INTENTIONALLY DELETED)**
- 13. CONVEYANCE OF MINERAL RIGHTS UPON THE TERMS AND CONDITIONS THEREIN CONTAINED IN DEED RECORDED SEPTEMBER 9, 1950 IN BOOK 1265 AT PAGE [294](#). AFFIDAVIT IN CONJUNCTION THEREWITH RECORDED APRIL 23, 2003 UNDER RECEPTION NO. [203084483](#).**
- 14. RIGHT OF WAY EASEMENT AS GRANTED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED NOVEMBER 18, 1963, IN BOOK 1986 AT PAGE [795](#). RULE AND ORDER IN CONNECTION THEREWITH RECORDED APRIL 24, 1997 UNDER RECEPTION NO. [97046029](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABD55093771-4

15. (THIS ITEM WAS INTENTIONALLY DELETED)
16. (THIS ITEM WAS INTENTIONALLY DELETED)
17. TERMS, CONDITIONS AND PROVISIONS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDERS, RECORDED SEPTEMBER 10, 2004 UNDER RECEPTION NOS. [204153947](#), [204153948](#), [204153949](#) AND [204153950](#), FEBRUARY 21, 2008 UNDER RECEPTION NO. [208020325](#) AND DECEMBER 10, 2008 UNDER RECEPTION NOS. [208130576](#) AND [208130577](#), QUIT CLAIM DEED RECORDED MARCH 13, 2006 UNDER RECEPTION NO. [206036409](#).
18. (THIS ITEM WAS INTENTIONALLY DELETED)
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 28, 2004 AT RECEPTION NO. [204209997](#).
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE 4-WAY RANCH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 12, 2005 UNDER RECEPTION NO. [205142010](#), DECEMBER 1, 2005 UNDER RECEPTION NOS. [205191421](#) AND [205191423](#), NOVEMBER 12, 2009 UNDER RECEPTION NO. [209131266](#) AND APRIL 27, 2010 UNDER RECEPTION NO. [210038875](#) AND AUGUST 9, 2012 UNDER RECEPTION NO. [212092504](#) AND MAY 8, 2018 UNDER RECEPTION NO. [218052475](#) AND OCTOBER 4, 2018 UNDER RECEPTION NO. [218116304](#).
21. (THIS ITEM WAS INTENTIONALLY DELETED)
22. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN SECOND AMENDED WATER RIGHTS LEASE RECORDED SEPTEMBER 22, 2020, UNDER RECEPTION NO. [220147708](#).
23. RIGHT OF WAY EASEMENT AS GRANTED TO AQUILA IN INSTRUMENT RECORDED AUGUST 23, 2007, UNDER RECEPTION NO. [207110495](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF WATER EASEMENT AGREEMENTS RECORDED NOVEMBER 06, 2007 AT RECEPTION NOS. [207143735](#) AND [207143738](#).
25. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED APRIL 13, 2010, UNDER RECEPTION NO. [210034080](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF PERMANENT EASEMENT RECORDED OCTOBER 20, 2010 AT RECEPTION NO. [210105126](#).
27. (THIS ITEM WAS INTENTIONALLY DELETED)
28. TERMS, CONDITIONS AND PROVISIONS OF WATERBURY PUD DEVELOPMENT PLAN, RECORDED JUNE 06, 2013, UNDER RECEPTION NO. [213073743](#).
29. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 13-44 REGARDING ZONING, RECORDED JULY 10, 2013, UNDER RECEPTION NO. [213088625](#).
30. (THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABD55093771-4

31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITIES AND ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 20, 2015 UNDER RECEPTION NO. [215114398](#).
32. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF OF INCLUSION OF THE SUBJECT PROPERTY IN THE EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT NO. 2 - WATERBURY FILING 1, AS EVIDENCED BY RESOLUTION NO. 17-043 RECORDED JANUARY 24, 2017, UNDER RECEPTION NO. [217009477](#).
33. (THIS ITEM WAS INTENTIONALLY DELETED)
34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY IN THE 4-WAY RANCH METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENTS RECORDED RECORDED APRIL 09, 2018, UNDER RECEPTION NO. [218039505](#) AND JUNE 18, 2018 UNDER RECEPTION NO. [218069204](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED _____ UNDER RECEPTION NO. _____. (TO BE RECORDED)
36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF _____ RECORDED _____ UNDER RECEPTION NO. _____. (TO BE RECORDED)
37. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED MARCH 25, 2021 PREPARED BY EDWARD-JAMES SURVEYING, INC., JOB #2117-00:
(SAID DOCUMENT STORED AS OUR ESI [39334400](#))

A. EXISTING FENCES DO NOT COINCIDE WITH THE BOUNDARIES OF THE LAND.
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRI-PARTY AGREEMENT RECORDED APRIL 07, 2021 UNDER RECEPTION NO. [22169463](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 25, 2021 UNDER RECEPTION NO. [221161303](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: 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 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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 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 a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C. Monroe* President
Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.