



## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70889270-2**

Date: **01/08/2026**

Property Address: **CROWSNEST ROAD, DOUGLAS COUNTY, CO 80134**

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### For Closing Assistance

### For Title Assistance

Scott Bennetts  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4175 (Work)  
[sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)  
Company License: CO44565

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### Buyer/Borrower

VENTANA CAPITAL INC  
Attention: DAN WILLIAMS  
8678 CONCORD DRIVE UNIT 200  
ENGLEWOOD, CO 80112  
(720) 530-1337 (Cell)  
(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
Delivered via: Electronic Mail

### Buyer/Borrower

LAND TITLE GUARANTEE COMPANY  
Attention: ERIC PENROD  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 321-1880 (Work)  
(303) 393-4842 (Work Fax)  
[epenrod@ltgc.com](mailto:epenrod@ltgc.com)  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** RND70889270-2

**Date:** 01/08/2026

**Property Address:** CROWSNEST ROAD, DOUGLAS COUNTY, CO 80134

**Seller(s):** BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AS TO ANNEXATION MAP 1 AND DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS TO ANNEXATION MAP 2

**Buyer(s):** A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

| Estimate of Title Insurance Fees |                 |
|----------------------------------|-----------------|
| "TBD" Commitment                 | \$436.00        |
| <b>TOTAL</b>                     | <b>\$436.00</b> |

**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 documents on your property.

**Chain of Title Documents:**

[Douglas county recorded 07/18/1997 at book 1448 page 1631](#)

[Douglas county recorded 07/21/1997 at book 1449 page 15](#)

[Douglas county recorded 07/21/1999 at book 1449 page 18](#)

[Douglas county recorded 07/21/1999 at book 1449 page 42](#)

[Douglas county recorded 07/21/1999 at book 1449 page 52](#)

[Douglas county recorded 07/21/1999 at book 1449 page 69](#)

[Douglas county recorded 10/27/1999 at book 1477 page 1287](#)

[Douglas county recorded 10/27/1997 at book 1477 page 1290](#)

[Douglas county recorded 02/04/1998 at book 1508 page 2081](#)

[Douglas county recorded 04/07/1998 at book 1532 page 854](#)

[Douglas county recorded 07/08/1999 at book 1730 page 1786](#)

[Douglas county recorded 08/17/1999 at book 1744 page 1938](#)

[Douglas county recorded 11/29/2000 at book 1926 page 2146](#)

[Douglas county recorded 11/29/2000 at book 1926 page 2195](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: RND70889270-2

**Property Address:**

CROWSNEST ROAD, DOUGLAS COUNTY, CO 80134

**1. Effective Date:**

12/24/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AS TO ANNEXATION MAP 1 AND  
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS TO ANNEXATION MAP 2

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

ANNEXATION MAP 1:

A PARCEL OF LANDING BEING A PORTION OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF  
THE 6TH PRINCIPAL MERIDIAN AND SECTIONS 24 AND 25, BOTH IN TOWNSHIP 7 SOUTH, RANGE 67  
WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 7  
SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE EAST END  
BY A RECOVERED 1.25" AXLE AND AT THE WEST END BY A 3.25" ALUMINUM CAP ON 1" STEEL PIN  
STAMPED "AZTEC CONSULTANTS 1/4 S24/S19 T7S R67W R66W 1999 LS 17666" PER THE MONUMENT  
RECORD, BEING ASSUMED TO BEAR SOUTH 89° 46' 46" WEST.

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 19;  
THENCE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, SOUTH 89° 46' 46"  
WEST A DISTANCE OF 1,032.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF  
CROWFOOT VALLEY ROAD AND THE TRUE POINT OF BEGINNING;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD, THE  
FOLLOWING TWO (2) COURSES:

1. NORTH 30° 37' 11" EAST, A DISTANCE OF 245.69 FEET;
2. NORTH 38° 51' 41" EAST, A DISTANCE OF 67.53 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY  
LINE OF SAID CROWFOOT VALLEY ROAD, AS DESCRIBED IN THE GENERAL WARRANTY DEED  
RECORDED UNDER RECEPTION NO. 9739574 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND  
RECORDER;

THENCE ON SAID WESTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 34° 07' 19" EAST, A DISTANCE OF 155.13 FEET TO A POINT OF CURVATURE;
2. NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE  
OF 01° 54' 12", A RADIUS OF 5680.00 FEET, AN ARC DISTANCE OF 188.69 FEET, A CHORD BEARING  
NORTH 33°10' 13" EAST, AND A CHORD DISTANCE OF 188.68 FEET TO A POINT OF NON-TANGENCY;

THENCE DEPARTING SAID WESTERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. NORTH 89° 46' 46" EAST, A DISTANCE OF 40.62 FEET;

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

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2. SOUTH 33° 42' 47" WEST, A DISTANCE OF 2,284.36 FEET;  
3. SOUTH 34° 08' 53" WEST, A DISTANCE OF 905.02 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 19;  
THENCE ON SAID WEST LINE, SOUTH 00° 12' 56" EAST, A DISTANCE OF 111.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD, AS SHOWN ON THE PLAT OF CANYONS SOUTH FILING NO. 1A RECORDED UNDER RECEPTION NO. 2008047805 AND A POINT OF NON-TANGENT CURVE;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 14° 47' 52", A RADIUS OF 1707.00 FEET, AN ARC DISTANCE OF 440.87 FEET, A CHORD BEARING SOUTH 47° 57' 51" WEST, AND A CHORD DISTANCE OF 439.64 FEET TO A POINT OF TANGENCY;
2. SOUTH 55° 21' 47" WEST, A DISTANCE OF 1,204.47 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00° 20' 38" WEST, A DISTANCE OF 145.19 FEET THE SOUTHERLY BOUNDARY LINE OF THE CITY OF CASTLE PINES, AS SHOWN ON THE PLAT OF CANYONS SUPERBLOCK PLAT NO. 1 RECORDED UNDER RECEPTION NO. 2015090038;

THENCE ON SAID SOUTHERLY BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 55° 21' 44" EAST, A DISTANCE OF 1,122.70 FEET TO A POINT OF CURVATURE;
2. NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 21° 14' 14", A RADIUS OF 1587.23 FEET, AN ARC DISTANCE OF 588.32 FEET, A CHORD BEARING NORTH 44° 44' 35" EAST, AND A CHORD DISTANCE OF 584.96 FEET TO A POINT OF TANGENCY;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ON THE NORTHERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 9739224 AND THE RULE AND ORDER RECORDED UNDER RECEPTION NO. 99060969, NORTH 34° 07' 23" EAST, A DISTANCE OF 2,404.17 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19;

THENCE ON SAID NORTH LINE, NORTH 89° 46' 46" EAST, A DISTANCE OF 11.36 FEET TO THE POINT OF BEGINNING;

COUNTY OF DOUGLAS, STATE OF COLORADO.

### ANNEXATION MAP 2

A PARCEL OF LAND BEING A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH/ PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER QUARTER CORNER OF SAID SECTION 19 BY A RECOVERED 1.25" AXLE AND AT THE WEST QUARTER CORNER OF SAID SECTION 19 BY A 3.25" ALUMINUM CAP ON 1" STEEL PIN STAMPED "AZTEC CONSULTANTS 1/4 S24/S19 T7S R67W R66W 1999 LS 17666" PER THE MONUMENT RECORD RECORDED AT INDEX 3L, AUGUST 6, 1999, BEING ASSUMED TO BEAR SOUTH 89° 46' 46" WEST.

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 19;

THENCE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, SOUTH 89° 46' 46" WEST A DISTANCE OF 898.90 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD, AS SHOWN ON THE PLAT OF CANYONS SOUTH FILING NO. 5 RECORDED UNDER RECEPTION NO. 2024053329 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

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RECORDER, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, AS SHOWN ON SAID PLAT OF CANYONS SOUTH FILING NO 5, THE PLAT OF CANYONS SOUTH FILING NO. 4 RECORDED UNDER RECEPTION NO. 2024038530, AND THE PLAT OF CANYONS SOUTH FILING NO. 1A RECORDED UNDER RECEPTION NO. 2008047805, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 34° 07' 23" WEST, A DISTANCE OF 2,486.16 FEET TO A POINT OF CURVATURE;
2. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 03° 53' 05", A RADIUS OF 1707.00 FEET, AN ARC DISTANCE OF 115.73 FEET, A CHORD BEARING SOUTH 36° 03' 56" WEST, AND A CHORD DISTANCE OF 115.71 FEET TO A POINT OF NONTANGENCY;
3. SOUTH 34° 14' 13" WEST, A DISTANCE OF 49.08 FEET;
4. SOUTH 54° 04' 53" WEST, A DISTANCE OF 16.04 FEET TO A POINT ON A NON-TANGENT CURVE;
5. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 00° 23' 46", A RADIUS OF 1707.00 FEET, AN ARC DISTANCE OF 11.80 FEET, A CHORD BEARING SOUTH 40° 22' 03" WEST, AND A CHORD DISTANCE OF 11.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A POINT OF NON-TANGENCY AND A POINT ON THE EASTERLY LINE OF CROWSNEST ANNEXATION MAP 1 RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON SAID EASTERLY LINE, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 00° 12' 56" WEST, A DISTANCE OF 111.48 FEET;
2. NORTH 34° 08' 53" EAST, A DISTANCE OF 905.02 FEET;
3. NORTH 33° 42' 47" EAST, A DISTANCE OF 2,284.36 FEET;
4. SOUTH 89° 46' 46" WEST, A DISTANCE OF 40.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN THE GENERAL WARRANTY DEEDS RECORDED UNDER RECEPTION NOS. 9739570, 9739560, 9739561 AND 9739567 AND A POINT OF NON-TANGENT CURVE;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIFTEEN (15) COURSES:

1. NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 06° 30' 45", A RADIUS OF 5680.00 FEET, AN ARC DISTANCE OF 645.62 FEET, A CHORD BEARING NORTH 28° 57' 14" EAST, AND A CHORD DISTANCE OF 645.27 FEET TO A POINT OF NON-TANGENCY;
2. NORTH 22° 05' 41" EAST, A DISTANCE OF 595.99 FEET;
3. NORTH 22° 05' 41" EAST, A DISTANCE OF 330.80 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;
4. NORTH 00° 24' 33" WEST ON SAID WEST LINE, A DISTANCE OF 32.59 FEET;
5. NORTH 22° 48' 59" EAST, A DISTANCE OF 103.21 FEET;
6. NORTH 71° 59' 14" WEST, A DISTANCE OF 13.41 FEET;
7. NORTH 18° 00' 46" EAST, A DISTANCE OF 601.95 FEET;
8. NORTH 89° 18' 46" EAST, A DISTANCE OF 7.40 FEET;
9. NORTH 18° 46' 54" EAST, A DISTANCE OF 61.69 FEET;
10. NORTH 26° 03' 26" EAST, A DISTANCE OF 400.55 FEET;
11. NORTH 30° 34' 16" EAST, A DISTANCE OF 708.60 FEET;
12. NORTH 33° 50' 30" EAST, A DISTANCE OF 365.97 FEET;
13. NORTH 31° 59' 38" EAST, A DISTANCE OF 1,443.10 FEET;
14. NORTH 44° 48' 44" EAST, A DISTANCE OF 550.06 FEET;
15. NORTH 44° 58' 38" EAST, A DISTANCE OF 612.35 FEET;

THENCE DEPARTING SAID WESTERLY LINE, THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 45° 01' 22" EAST, A DISTANCE OF 30.00 FEET;
2. SOUTH 44° 58' 38" WEST, A DISTANCE OF 612.31 FEET;

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

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3. SOUTH 44° 48' 44" WEST, A DISTANCE OF 546.65 FEET;  
4. SOUTH 31° 59' 38" WEST, A DISTANCE OF 1440.21 FEET;  
5. SOUTH 33° 50' 30" WEST, A DISTANCE OF 365.60 FEET;  
6. SOUTH 30° 34' 16" WEST, A DISTANCE OF 706.56 FEET;  
7. SOUTH 26° 03' 26" WEST, A DISTANCE OF 397.46 FEET;  
8. SOUTH 18° 46' 54" WEST, A DISTANCE OF 49.18 FEET TO A POINT ON THE NORTH LINE OF THE  
NORTHEAST QUARTER OF SAID SECTION 19;

THENCE ON SAID NORTH LINE, NORTH 89° 18' 46" EAST, A DISTANCE OF 66.54 FEET TO A POINT ON  
THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN THE POSSESSION  
AND USE AGREEMENT RECORDED UNDER RECEPTION NO. 9807283, THE WARRANTY DEED  
RECORDED UNDER RECEPTION NO. 9760261 AND RECEPTION NO. 9760262;

THENCE ON SAID EASTERLY LINE, THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 18° 00' 06" WEST, A DISTANCE OF 651.71 FEET;  
2. NORTH 89° 18' 46" EAST, A DISTANCE OF 21.11 FEET;  
3. SOUTH 18° 00' 06" WEST, A DISTANCE OF 287.64 FEET TO A POINT OF CURVATURE;  
4. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE  
OF 13° 37' 03", A RADIUS OF 5800.00 FEET, AN ARC DISTANCE OF 1378.50 FEET, A CHORD BEARING  
SOUTH 24° 48' 38" WEST, AND A CHORD DISTANCE OF 1375.25 FEET TO A POINT OF NONTANGENCY;  
5. SOUTH 89° 46' 46" WEST, A DISTANCE OF 26.22 FEET;  
6. SOUTH 39° 08' 20" WEST, A DISTANCE OF 23.09 FEET;  
7. SOUTH 39° 18' 17" WEST, A DISTANCE OF 1.00 FEET TO A POINT ON A NON-TANGENT CURVE;  
8. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE  
OF 02° 07' 51", A RADIUS OF 5775.00 FEET, AN ARC DISTANCE OF 214.77 FEET, A CHORD BEARING  
SOUTH 33° 03' 24" WEST, AND A CHORD DISTANCE OF 214.76 FEET TO A POINT OF TANGENCY;  
9. SOUTH 34° 07' 19" WEST, A DISTANCE OF 126.89;  
10. SOUTH 34° 07' 19" WEST, A DISTANCE OF 282.26 FEET;  
11. NORTH 89° 46' 46" EAST, A DISTANCE OF 30.60 FEET TO THE TRUE POINT OF BEGINNING;

COUNTY OF DOUGLAS, STATE OF COLORADO.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND70889270-2

**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.**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**



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

Order Number: RND70889270-2

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, CLAIMS, OR INTERESTS AFFECTING CROWFOOT VALLEY ROAD ARISING FROM MATTERS NOT DISCLOSED BY THE PUBLIC RECORDS, INCLUDING ANY PUBLIC ROADWAY RIGHTS ESTABLISHED BY USE, MAINTENANCE OR STATUTORY DEDICATION.  
(AFFECTS ALL PARCELS)
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT #1733 RECORDED JANUARY 18, 1895.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [78871145](#)
11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT #4214 RECORDED JULY 21, 1896.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [78871255](#)
12. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT #5344 RECORDED JANUARY 17, 1902.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [78871360](#)

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

Order Number: RND70889270-2

13. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT #5385 RECORDED JANUARY 26, 1911. THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [78871673](#)
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 12, 1980, IN BOOK 393 AT PAGE [836](#) AND RERECORDED SEPTEMBER 16, 1980 IN BOOK 394 AT PAGE [93](#).

ORDER OF EXCLUSION RECORDED APRIL 27, 1990 IN BOOK 909 AT PAGE [634](#).

15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).  
(AFFECTS ALL PARCELS)
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-996-071 RELATING TO ACQUISITION OF PROPERTY RECORDED JUNE 12, 1996 IN BOOK 1347 AT PAGE [897](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-030 RELATING TO ACQUISITION OF RIGHT-OF-WAY RECORDED FEBRUARY 19, 1997 IN BOOK 1409 AT PAGE [997](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-040 RELATING TO ACQUISITION OF RIGHT-OF-WAY RECORDED MARCH 12, 1997 IN BOOK 1414 AT PAGE [2351](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR POSSESSION AND USE RECORDED FEBRUARY 04, 1998 IN BOOK 1508 AT PAGE [2081](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR POSSESSION AND USE RECORDED APRIL 07, 1998 IN BOOK 1532 AT PAGE [854](#).  
(AFFECTS ALL PARCELS)
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RULE AND ORDER RECORDED JULY 08, 1999 IN BOOK 1730 AT PAGE [1786](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT DEED RECORDED AUGUST 17, 1999 IN BOOK 1744 AT PAGE [1941](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT DEED RECORDED AUGUST 17, 1999 IN BOOK 1744 AT PAGE [1946](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RULE AND ORDER RECORDED NOVEMBER 29, 2000 IN BOOK 1926 AT PAGE [2146](#).  
(AFFECTS ALL PARCELS)
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RULE AND ORDER RECORDED NOVEMBER 29, 2000 IN BOOK 1926 AT PAGE [2195](#).

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

**Order Number:** RND70889270-2

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS REGARDING USE RESTRICTIONS RECORDED DECEMBER 03, 2025 UNDER RECEPTION NO. [2025057734](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND COVENANTS RECORDED DECEMBER 03, 2025 UNDER RECEPTION NO. [2025057864](#).  
(ITEMS 9 THROUGH 27 AFFECT ANNEXATION 1 UNLESS OTHERWISE NOTED)
28. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 03, 1902 IN BOOK 12 AT PAGE [179](#).
29. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 13, 1913 IN BOOK X AT PAGE [559](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 18, 1992 IN BOOK 1062 AT PAGE [818](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-030 RELATING TO ACQUISITION OF RIGHT-OF-WAY RECORDED FEBRUARY 19, 1997 IN BOOK 1409 AT PAGE [997](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-038 RELATING TO ACQUISITION OF RIGHT-OF-WAY RECORDED FEBRUARY 26, 1997 IN BOOK 1411 AT PAGE [288](#).
33. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR RIGHT-OF-WAY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 24, 1998, IN BOOK 1577 AT PAGE [450](#).  
(THE EXACT LOCATION OF SAID EASEMENT IS NOT DESCRIBED).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RULE AND ORDER RECORDED JULY 09, 1999 IN BOOK 1730 AT PAGE [1786](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT DEEDS RECORDED AUGUST 17, 1999 IN BOOK 1744 AT PAGE [1941](#) AND BOOK 1744 AT PAGE [1946](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT Foe CANYONS SOUTH RECORDED APRIL 15, 2021 UNDER RECEPTION NO. [2021049930](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CANYONS SOUTH PLANNED DEVELOPMENT (PD) RECORDED APRIL 27, 2021 UNDER RECEPTION NO. [2021054202](#).  
(ITEMS 28 THROUGH 37 AFFECT ANNEXATION 2)



## 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 24-21-514.5, 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 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  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By



President

Attest



Secretary

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

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## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70885551-2**

Date: **01/07/2026**

Property Address: **CROWSNEST ANNEXATION MAP 3, DOUGLAS COUNTY, CO 80134**

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### For Closing Assistance

### For Title Assistance

Scott Bennetts  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4175 (Work)  
[sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)  
Company License: CO44565

---

### Attorney for Seller

FOSTER GRAHAM MILSTEIN AND CALISHER LLP  
Attention: ERIK CARLSON  
360 S GARFIELD 6TH FLOOR  
DENVER, CO 80209  
(303) 333-9810 (Work)  
(303) 333-9786 (Work Fax)  
[ecarlson@fostergraham.com](mailto:ecarlson@fostergraham.com)  
Delivered via: Electronic Mail

### Lender - New Loan

VENTANA CAPITAL INC  
Attention: DAN WILLIAMS  
8678 CONCORD DRIVE UNIT 200  
ENGLEWOOD, CO 80112  
(720) 530-1337 (Cell)  
(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
Delivered via: Electronic Mail

### Lender - New Loan

VENTANA CAPITAL INC  
Attention: DAN WILLIAMS  
8678 CONCORD DRIVE UNIT 200  
ENGLEWOOD, CO 80112  
(720) 530-1337 (Cell)  
(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
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(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** RND70885551-2

**Date:** 01/07/2026

**Property Address:** CROWSNEST ANNEXATION MAP 3, DOUGLAS COUNTY, CO 80134

**Seller(s):** CROWFOOT HILLS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED MAY 3, 2021 UNDER RECEPTION NO. 2021056949; CROWFOOT CASTLE LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED OCTOBER 9, 2024 UNDER RECEPTION NO. 2024043215; DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS TO THE REMAINDER

**Buyer(s):**

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](https://ltgc.com) to learn more about Land Title.

| Estimate of Title Insurance Fees |                 |
|----------------------------------|-----------------|
| "TBD" Commitment                 | \$540.00        |
| <b>TOTAL</b>                     | <b>\$540.00</b> |

**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 documents on your property.

**Chain of Title Documents:**

[Douglas county recorded 05/03/2021 under reception no. 2021056949](#)

[Douglas county recorded 10/09/2024 under reception no. 2024043215](#)

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: RND70885551-2

**Property Address:**

CROWSNEST ANNEXATION MAP 3, DOUGLAS COUNTY, CO 80134

**1. Effective Date:**

12/31/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

None

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

FEE SIMPLE

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

CROWFOOT HILLS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED MAY 3, 2021 UNDER RECEPTION NO. 2021056949;

CROWFOOT CASTLE LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED OCTOBER 9, 2024 UNDER RECEPTION NO. 2024043215;

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS AS TO THE REMAINDER

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

A PARCEL OF LAND BEING A PORTION OF SECTIONS 8, 17 AND 18, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH/ PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER QUARTER CORNER OF SAID SECTION 19 BY A RECOVERED 1.25" AXEL AND AT THE NORTH QUARTER CORNER OF SAID SECTION 19 BY A 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS 1/4 S18/S19 T7S R66W 1999 LS 17666" FLUSH WITH SURFACE, BEARING NORTH 00° 24' 33" WEST.

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, NORTH 89° 18' 46" EAST A DISTANCE OF 257.43 FEET TO THE TRUE POINT OF BEGINNING AND A POINT ON THE EASTERLY LINE OF CROWSNEST ANNEXATION MAP 2 RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE DEPARTING SAID NORTH LINE, ON SAID EASTERLY LINE, THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 18° 46' 54" EAST, A DISTANCE OF 49.18 FEET;
2. NORTH 26° 03' 26" EAST, A DISTANCE OF 397.46 FEET;
3. NORTH 30° 34' 16" EAST, A DISTANCE OF 706.56 FEET;
4. NORTH 33° 50' 30" EAST, A DISTANCE OF 365.60 FEET;
5. NORTH 31° 59' 38" EAST, A DISTANCE OF 1,440.21 FEET;
6. NORTH 44° 48' 44" EAST, A DISTANCE OF 546.65 FEET;
7. NORTH 44° 58' 38" EAST, A DISTANCE OF 612.31 FEET;
8. NORTH 45° 01' 22" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN THE GENERAL WARRANTY DEEDS RECORDED UNDER RECEPTION NOS. 9763106 AND 9749082 AND IN RESOLUTION NO. R-99-038 RECORDED UNDER

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: RND70885551-2

RECEPTION NO. 9710230:

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING NINETEEN (19) COURSES:

1. NORTH 34° 02' 38" EAST, A DISTANCE OF 131.43 FEET;
2. NORTH 35° 31' 25" EAST, A DISTANCE OF 168.05 FEET;
3. NORTH 40° 51' 05" EAST, A DISTANCE OF 301.43 FEET;
4. NORTH 13° 36' 40" EAST, A DISTANCE OF 155.21 FEET;
5. NORTH 13° 53' 15" EAST, A DISTANCE OF 521.81 FEET;
6. SOUTH 76° 06' 45" EAST, A DISTANCE OF 38.06 FEET;
7. NORTH 18° 31' 48" EAST, A DISTANCE OF 53.93 FEET TO A POINT ON A NON-TANGENT CURVE;
8. NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 39° 16' 51", A RADIUS OF 1014.00 FEET, AN ARC DISTANCE OF 695.18 FEET, A CHORD BEARING NORTH 36° 33' 58" EAST, AND A CHORD DISTANCE OF 681.64 FEET TO A POINT OF TANGENCY;
9. NORTH 56° 12' 12" EAST, A DISTANCE OF 412.83 FEET;
10. NORTH 56° 12' 23" EAST, A DISTANCE OF 23.39 FEET;
11. NORTH 89° 24' 15" EAST, A DISTANCE OF 5.48 FEET;
12. NORTH 56° 12' 23" EAST, A DISTANCE OF 157.99 FEET;
13. NORTH 50° 46' 20" EAST, A DISTANCE OF 42.81 FEET;
14. NORTH 14° 26' 06" WEST, A DISTANCE OF 20.92 FEET;
15. NORTH 58° 31' 22" EAST, A DISTANCE OF 274.22 FEET;
16. NORTH 52° 59' 44" EAST, A DISTANCE OF 42.06 FEET;
17. NORTH 50° 57' 56" EAST, A DISTANCE OF 254.61 FEET;
18. NORTH 48° 55' 34" EAST, A DISTANCE OF 296.84 FEET;
19. NORTH 50° 30' 20" EAST, A DISTANCE OF 615.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE ON SAID WEST LINE, NORTH 00° 31' 06" WEST, A DISTANCE OF 277.77 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, BEING A 2-1/2" ALUMINUM CAP STAMPED "ARCHER & ASSOC. LS 6935 1991" 0.2' ABOVE SURFACE;

THENCE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, NORTH 89° 06' 40" EAST, A DISTANCE OF 306.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 9772672;

THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 47° 54' 10" EAST, A DISTANCE OF 297.88 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, ON THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 2024040018, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42° 06' 08" EAST, A DISTANCE OF 340.77 FEET;
2. NORTH 89° 07' 10" EAST, A DISTANCE OF 1,861.87 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER SAID SECTION 8 THENCE ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 00° 21' 55" EAST, A DISTANCE OF 1,320.92 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8 AS CALCULATED FROM FOUND REFERENCE MONUMENTS PER THE MONUMENT RECORD RECORDED AT INDEX REFERENCE NO. 9-R, FEBRUARY 13, 1990;

THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 89° 59' 26" WEST, A DISTANCE OF 2,613.81 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 8, BEING A 2.5" ALUMINUM DISK STAMPED "PLS 6935" FLUSH WITH SURFACE;

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: RND70885551-2

THENCE ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, NORTH 00° 31' 06" WEST, A DISTANCE OF 910.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN RESOLUTION NO. R-99-038 RECORDED UNDER RECEPTION NO. 9710230, THE GENERAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 9763106;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THIRTY (30) COURSES:

1. SOUTH 47° 53' 27" WEST, A DISTANCE OF 233.30 FEET TO A POINT OF CURVATURE;
2. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 00° 54' 18", A RADIUS OF 7689.00 FEET, AN ARC DISTANCE OF 121.45 FEET, A CHORD BEARING SOUTH 48° 20' 34" WEST, AND A CHORD DISTANCE OF 121.45 FEET TO A POINT OF NONTANGENCY;
3. SOUTH 41° 12' 15" EAST, A DISTANCE OF 3.00 FEET TO A POINT ON A NON-TANGENT CURVE;
4. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 04° 03' 01", A RADIUS OF 7692.09 FEET, AN ARC DISTANCE OF 543.76 FEET, A CHORD BEARING SOUTH 50° 49' 16" WEST, AND A CHORD DISTANCE OF 543.65 FEET TO A POINT OF NONTANGENCY;
5. SOUTH 50° 28' 20" WEST, A DISTANCE OF 201.83 FEET;
6. SOUTH 57° 48' 17" WEST, A DISTANCE OF 248.84 FEET;
7. SOUTH 55° 19' 31" WEST, A DISTANCE OF 116.48 FEET;
8. SOUTH 55° 15' 51" WEST, A DISTANCE OF 375.45 FEET;
9. SOUTH 45° 09' 44" WEST, A DISTANCE OF 489.95 FEET TO A POINT ON A NON-TANGENT CURVE;
10. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 13° 33' 16", A RADIUS OF 741.18 FEET, AN ARC DISTANCE OF 175.34 FEET, A CHORD BEARING SOUTH 42° 33' 55" WEST, AND A CHORD DISTANCE OF 174.93 FEET TO A POINT OF NONTANGENCY;
11. SOUTH 13° 53' 15" WEST, A DISTANCE OF 431.67 FEET;
12. SOUTH 09° 56' 39" WEST, A DISTANCE OF 218.12 FEET;
13. SOUTH 13° 53' 15" WEST, A DISTANCE OF 65.29 FEET TO A POINT OF CURVATURE;
14. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 19° 04' 39", A RADIUS OF 1065.00 FEET, AN ARC DISTANCE OF 354.61 FEET, A CHORD BEARING SOUTH 23° 25' 34" WEST, AND A CHORD DISTANCE OF 352.97 FEET TO A POINT OF NONTANGENCY;
15. SOUTH 64° 14' 04" WEST, A DISTANCE OF 123.15 FEET TO A POINT ON A NON-TANGENT CURVE;
16. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 07° 25' 31", A RADIUS OF 1006.51 FEET, AN ARC DISTANCE OF 130.44 FEET, A CHORD BEARING SOUTH 42° 37' 36" WEST, AND A CHORD DISTANCE OF 130.35 FEET TO A POINT OF TANGENCY;
17. SOUTH 46° 20' 22" WEST, A DISTANCE OF 267.33 FEET;
18. SOUTH 46° 20' 03" WEST, A DISTANCE OF 310.46 FEET;
19. NORTH 43° 40' 00" WEST, A DISTANCE OF 1.50 FEET;
20. SOUTH 46° 20' 04" WEST, A DISTANCE OF 370.86 FEET;
21. SOUTH 40° 26' 30" WEST, A DISTANCE OF 426.29 FEET;
22. SOUTH 33° 06' 31" WEST, A DISTANCE OF 1238.11 FEET;
23. SOUTH 56° 53' 29" EAST, A DISTANCE OF 1.50 FEET;
24. SOUTH 33° 06' 31" WEST, A DISTANCE OF 143.44 FEET;
25. NORTH 89° 15' 27" EAST, A DISTANCE OF 25.03 FEET;
26. SOUTH 33° 10' 58" WEST, A DISTANCE OF 384.10 FEET;
27. NORTH 76° 13' 43" WEST, A DISTANCE OF 1.58 FEET;
28. SOUTH 33° 06' 24" WEST, A DISTANCE OF 737.55 FEET TO A POINT OF CURVATURE;
29. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 15° 06' 27", A RADIUS OF 1566.95 FEET, AN ARC DISTANCE OF 413.17 FEET, A CHORD BEARING SOUTH 25° 33' 11" WEST, AND A CHORD DISTANCE OF 411.97 FEET TO A POINT OF NONTANGENCY;
30. SOUTH 18° 28' 10" WEST, A DISTANCE OF 24.18 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON SAID NORTH LINE, SOUTH 89° 18' 46" WEST, A DISTANCE OF 87.97 FEET TO THE POINT OF BEGINNING.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: RND70885551-2

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND70885551-2

**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.**

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



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

Order Number: RND70885551-2

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. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 5, 1892 UNDER RECEPTION NO. [15754](#).
- (AFFECTS THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8)
10. RESERVATION OF UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SUBJECT PROPERTY AS SET FORTH IN DEED RECORDED OCTOBER 19, 1946 IN BOOK 100 AT PAGE [523](#).
  11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).
  12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-038 RECORDED FEBRUARY 26, 1997 IN BOOK 1411 AT PAGE [288](#).
  13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERMANENT DRAINAGE EASEMENT DEED RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1261](#).

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

Order Number: RND70885551-2

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT RECORDED NOVEMBER 13, 1998 IN BOOK 1624 AT PAGE [1709](#) AND RE-RECORDED DECEMBER 16, 1998 IN BOOK 1642 AT PAGE [1792](#).
15. FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE RECORDED JANUARY 22, 2008 AT RECEPTION NO. [2008004305](#).
16. EXISTING LEASES AND TENANCIES, IF ANY.
17. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA OR THE GENERAL PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT BED AND BANKS OF LEMON GULCH.
18. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SAID LAND OR ANY PART THEREOF IS NOW OR AT ANY TIME HAS BEEN INCLUDED WITHIN A NAVIGABLE RIVER, SLOUGH, OR OTHER NAVIGABLE BODY OF WATER.
19. RESERVATIONS AS SHOWN ON UNITED STATES PATENTS RECORDED MAY 17, 1881 IN BOOK K AT PAGE [473](#) (AFFECTS THE SOUTH HALF OF THE NORTHWEST QUARTER) AND RECORDED AUGUST 16, 1893 IN BOOK X AT PAGE [185](#) (AFFECTS THE NORTH HALF OF THE NORTHWEST QUARTER).
20. RESERVATIONS AS SHOWN ON UNITED STATES PATENT RECORDED MAY 17, 1881 IN BOOK K AT PAGE [473](#).
21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED JULY 21, 1997 IN BOOK 1449 AT PAGE [48](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED MARCH 16, 1998 IN BOOK 1524 AT PAGE [152](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, REFEREE RULING, JUDGMENT AND DECREE RECORDED MARCH 08, 2000 IN BOOK 1817 AT PAGE [1494](#).
25. EXISTING LEASES AND TENANCIES, IF ANY.
26. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 30, 1874. THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [59588688](#).
27. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 01, 1877, IN BOOK H AT PAGE [322](#).

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

Order Number: RND70885551-2

28. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 5, 1892 UNDER RECEPTION NO. [15754](#).  
  
(AFFECTS THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8)
29. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 01, 1895 IN BOOK X AT PAGE [239](#).
30. RESERVATION OF UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM SUBJECT PROPERTY AS SET FORTH IN DEED RECORDED OCTOBER 19, 1946 IN BOOK 100 AT PAGE [523](#).
31. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 18, 1992 IN BOOK 1062 AT PAGE [818](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-038 RECORDED FEBRUARY 26, 1997 IN BOOK 1411 AT PAGE [288](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-040 RECORDED MARCH 12, 1997 IN BOOK 1414 AT PAGE [2351](#).
35. RESERVATIONS AS CONTAINED IN DEED RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1249](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GENERAL WARRANTY DEED RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1255](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT DEED RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1258](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERMANENT DRAINAGE EASEMENT DEED RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1261](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT RECORDED NOVEMBER 13, 1998 IN BOOK 1624 AT PAGE [1709](#) AND RE-RECORDED DECEMBER 16, 1998 IN BOOK 1642 AT PAGE [1792](#).
40. FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE RECORDED JANUARY 22, 2008 AT RECEPTION NO. [2008004305](#).
41. QUITCLAIM DEED (WATER AND WATER RIGHTS) RECORDED JUNE 15, 2012 UNDER RECEPTION NO. [2012043323](#).
42. MINERAL RIGHTS QUITCLAIM DEED RECORDED JUNE 13, 2019 UNDER RECEPTION NO. [2019033998](#).

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

**Order Number:** RND70885551-2

- 43. SPECIAL WARRANTY DEED (WATER AND WATER RIGHTS) RECORDED APRIL 12, 2018 UNDER RECEPTION NO. [2018021537](#).
- 44. MINERAL RIGHTS QUITCLAIM DEED RECORDED AUGUST 21, 2020 UNDER RECEPTION NO. [2020077905](#).
- 45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY LINE AND FENCE AGREEMENT RECORDED AUGUST 25, 2020 UNDER RECEPTION NO. [2020079058](#).
- 46. QUIT CLAIM DEED (WATER RIGHTS) RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [2020087477](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$135 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.



## 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 24-21-514.5, 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 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  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

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

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## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70885555-2**

Date: **01/07/2026**

Property Address: **CROWSNEST ANNEXATION MAP 4, DOUGLAS COUNTY, CO 80134**

### For Closing Assistance

### For Title Assistance

Scott Bennetts  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4175 (Work)  
[sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)  
Company License: CO44565

### Attorney for Seller

FOSTER GRAHAM MILSTEIN AND CALISHER LLP  
Attention: ERIK CARLSON  
360 S GARFIELD 6TH FLOOR  
DENVER, CO 80209  
(303) 333-9810 (Work)  
(303) 333-9786 (Work Fax)  
[ecarlson@fostergraham.com](mailto:ecarlson@fostergraham.com)  
Delivered via: Electronic Mail

### Lender - New Loan

VENTANA CAPITAL INC  
Attention: DAN WILLIAMS  
8678 CONCORD DRIVE UNIT 200  
ENGLEWOOD, CO 80112  
(720) 530-1337 (Cell)  
(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
Delivered via: Electronic Mail

### Lender - New Loan

VENTANA CAPITAL INC  
Attention: DAN WILLIAMS  
8678 CONCORD DRIVE UNIT 200  
ENGLEWOOD, CO 80112  
(720) 530-1337 (Cell)  
(303) 695-9900 (Work)  
[dwilliams@ventanacap.com](mailto:dwilliams@ventanacap.com)  
Delivered via: Electronic Mail

### Lender - New Loan

BEN CARLSON  
Attention: BEN CARLSON  
1125 KELLY JOHNSON BLVD SUITE 361  
COLORADO SPRINGS, CO 80920  
(719) 347-4078 (Cell)  
(303) 421-4224 (Work)  
[bcarlson@lja.com](mailto:bcarlson@lja.com)  
Delivered via: Electronic Mail

**Lender - New Loan**

BEN CARLSON

Attention: BEN CARLSON

1125 KELLY JOHNSON BLVD SUITE 361

COLORADO SPRINGS, CO 80920

(719) 347-4078 (Cell)

(303) 421-4224 (Work)

bcarlson@lja.com

Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** RND70885555-2

**Date:** 01/07/2026

**Property Address:** CROWSNEST ANNEXATION MAP 4, DOUGLAS COUNTY, CO 80134

**Seller(s):** NDIRA, INC. FBO DOUGLAS S. AUSTIN ROTH IRA AS TO THAT PORTION CONTAINED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2012 UNDER RECEPTION NO. 2012100579; ARLA LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THOSE PORTIONS CONTAINED IN DEEDS RECORDED SEPTEMBER 10, 2025 UNDER RECEPTION NOS. 2025042610, 2025042627 AND 2025042630; PINAKA HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED JULY 7, 2022 UNDER RECEPTION NO. 2022047644; CROWFOOT ACRES LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. 2020087476; SNAPARCH LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED JUNE 6, 2025 UNDER RECEPTION NO. 2025026136; DOUGLAS S. AUSTIN AS TO THAT PORTION CONTAINED IN DEED RECORDED JULY 11, 2016 UNDER RECEPTION NO. 2016044674, AND RE-RECORDED JULY 11, 2016 UNDER RECEPTION NO. 2016045009; CROWFOOT HILLS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED MAY 3, 2021 UNDER RECEPTION NO. 2021056949; 6244 N CROWFOOT VALLEY ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED DECEMBER 13, 2019 UNDER RECEPTION NO. 2019085266

**Buyer(s):**

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](https://ltgc.com) to learn more about Land Title.

| Estimate of Title Insurance Fees |                 |
|----------------------------------|-----------------|
| "TBD" Commitment                 | \$540.00        |
| <b>TOTAL</b>                     | <b>\$540.00</b> |

**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 documents on your property.

**Chain of Title Documents:**

[Douglas county recorded 12/31/2012 under reception no. 201200576](#)  
[Douglas county recorded 12/31/2012 under reception no. 201200577](#)  
[Douglas county recorded 12/31/2012 under reception no. 2012100579](#)  
[Douglas county recorded 07/11/2016 under reception no. 2016044674](#)  
[Douglas county recorded 07/11/2016 under reception no. 2016045009](#)  
[Douglas county recorded 09/20/2016 under reception no. 2016065365](#)  
[Douglas county recorded 12/13/2019 under reception no. 2019085266](#)  
[Douglas county recorded 05/03/2021 under reception no. 2021056949](#)  
[Douglas county recorded 07/07/2022 under reception no. 2022047644](#)  
[Douglas county recorded 06/06/2025 under reception no. 2025026136](#)  
[Douglas county recorded 09/10/2025 under reception no. 2025042627](#)  
[Douglas county recorded 09/15/2020 under reception no. 2020087476](#)  
[Douglas county recorded 09/10/2025 under reception no. 2025042610](#)  
[Douglas county recorded 09/10/2025 under reception no. 2025042630](#)  
[Douglas county recorded 09/10/2025 under reception no. 2025042613](#)

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: RND70885555-2

**Property Address:**

CROWSNEST ANNEXATION MAP 4, DOUGLAS COUNTY, CO 80134

**1. Effective Date:**

12/31/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

None

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

FEE SIMPLE

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

NDIRA, INC. FBO DOUGLAS S. AUSTIN ROTH IRA AS TO THAT PORTION CONTAINED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2012 UNDER RECEPTION NO. 2012100579;

ARLA LAND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THOSE PORTIONS CONTAINED IN DEEDS RECORDED SEPTEMBER 10, 2025 UNDER RECEPTION NOS. 2025042610, 2025042627 AND 2025042630;

PINAKA HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED JULY 7, 2022 UNDER RECEPTION NO. 2022047644;

CROWFOOT ACRES LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. 2020087476;

SNAPARCH LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED JUNE 6, 2025 UNDER RECEPTION NO. 2025026136;

DOUGLAS S. AUSTIN AS TO THAT PORTION CONTAINED IN DEED RECORDED JULY 11, 2016 UNDER RECEPTION NO. 2016044674, AND RE-RECORDED JULY 11, 2016 UNDER RECEPTION NO. 2016045009;

CROWFOOT HILLS LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED MAY 3, 2021 UNDER RECEPTION NO. 2021056949;

6244 N CROWFOOT VALLEY ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY AS TO THAT PORTION CONTAINED IN DEED RECORDED DECEMBER 13, 2019 UNDER RECEPTION NO. 2019085266

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

A PARCEL OF LAND BEING A PORTION OF SECTIONS 7, 8 AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 8 BY A RECOVERED 3-1/4" ALUMINUM CAP STAMPED "ARCHER AND ASSOC. LS 6935 1986" FLUSH WITH SURFACE AND AT THE EAST QUARTER CORNER OF SAID SECTION 8 BY A RECOVERED 3-1/4" ALUMINUM CAP STAMPED "ARCHER AND ASSOC. LS 6935 1986" 0.1' ABOVE THE SURFACE, BEARING SOUTH 00° 07' 33" EAST.

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: RND7088555-2

SOUTHERLY LINE OF THE CITY OF PARKER AS SHOWN ON THE HESS RANCH ANNEXATION PLAT AT RECEPTION NO. 2003146584 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ON THE SOUTHERLY LINE OF SAID HESS RANCH ANNEXATION AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8, SOUTH 00° 21' 55" EAST, A DISTANCE OF 1,388.03 FEET TO A POINT ON THE NORTHERLY LINE OF CROWSNEST ANNEXATION MAP 3 RECORDED UNDER RECEPTION NO. \_\_\_\_\_;

THENCE ON SAID NORTHERLY LINE OF CROWSNEST ANNEXATION MAP 3, THE FOLLOWING FIFTEEN (15) COURSES:

1. SOUTH 89° 07' 10" WEST, A DISTANCE OF 1,861.87 FEET;
2. NORTH 42° 06' 08" WEST, A DISTANCE OF 340.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 9772672;
3. SOUTH 47° 54' 10" WEST, A DISTANCE OF 297.88 FEET;
4. SOUTH 89° 06' 40" WEST, A DISTANCE OF 306.41 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, BEING A 2-1/2" ALUMINUM CAP STAMPED "ARCHER & ASSOC. LS 6935 1991";
5. SOUTH 00° 31' 06" EAST, A DISTANCE OF 277.77 FEET;
6. SOUTH 50° 30' 20" WEST, A DISTANCE OF 615.43 FEET;
7. SOUTH 48° 55' 34" WEST, A DISTANCE OF 296.84 FEET;
8. SOUTH 50° 57' 56" WEST, A DISTANCE OF 254.61 FEET;
9. SOUTH 52° 59' 44" WEST, A DISTANCE OF 42.06 FEET;
10. SOUTH 58° 31' 22" WEST, A DISTANCE OF 274.22 FEET;
11. SOUTH 14° 26' 06" EAST, A DISTANCE OF 20.92 FEET;
12. SOUTH 50° 46' 20" WEST, A DISTANCE OF 42.81 FEET;
13. SOUTH 56° 12' 23" WEST, A DISTANCE OF 157.99 FEET;
14. SOUTH 89° 24' 15" WEST, A DISTANCE OF 5.48 FEET;
15. SOUTH 56° 12' 23" WEST, A DISTANCE OF 23.39 FEET TO A POINT ON THE SOUTH LINE OF SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8;

THENCE ON SAID SOUTH LINE, SOUTH 89° 59' 26" WEST, A DISTANCE OF 1,258.35 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 8, BEING A 2-1/2" ALUMINUM CAP STAMPED "ARCHER & ASSOC. LS 6935 1991";

THENCE ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8, NORTH 00° 47' 44" WEST, A DISTANCE OF 1,327.71 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8 AND A POINT ON THE EASTERLY LINE OF CASTLE PARK RANCH, PHASE 2 RECORDED UNDER RECEPTION NO. 9409522;

THENCE ON SAID EASTERLY LINE OF CASTLE PARK RANCH, PHASE 2, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 88° 52' 01" WEST, A DISTANCE OF 387.18 FEET;
2. NORTH 00° 48' 58" WEST, A DISTANCE OF 2,654.53 FEET;
3. SOUTH 88° 53' 19" WEST, A DISTANCE OF 2,263.17 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, BEING A 3-1/4" ALUMINUM CAP STAMPED "AZTEC LS 38367";
4. NORTH 00° 34' 18" WEST, ON THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 1,322.91 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 7, BEING A 3-1/4" ALUMINUM CAP STAMPED "AZTEC LS 38367" AND A POINT ON THE AFORESAID SOUTHERLY LINE OF THE CITY OF PARKER AS SHOWN ON THE HESS RANCH ANNEXATION PLAT AT RECEPTION NO. 2003146584 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;



## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: RND70885555-2

THENCE ON SAID SOUTHERLY LINE OF SAID HESS RANCH ANNEXATION, THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 88° 47' 27" EAST, ON THE NORTH LINE OF THE NORTH EAST QUARTER OF SAID SECTION 7, A DISTANCE OF 2,645.04 FEET TO THE NORTHWEST CORNER OF SAID SECTION 8 BEING A 2" ALUMINUM CAP STAMPED "WESTERN STATES SURVEYING INC. LS 33202";
2. NORTH 89° 25' 25" EAST, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2,643.09 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 8, BEING A 2-1/2" ALUMINUM CAP STAMPED "PLS 36057";
3. NORTH 88° 56' 49" EAST, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 2,639.06 FEET TO THE NORTHEAST CORNER OF SAID SECTION 8, BEING A 3-1/4" ALUMINUM CAP STAMPED " ARCHER AND ASSOC. LS 6935 1986";
4. ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, NORTH 89° 57' 40" EAST, A DISTANCE OF 1,276.70 FEET;
5. SOUTH 36° 22' 13" WEST, A DISTANCE OF 1,217.00 FEET;
6. NORTH 53° 37' 47" WEST, A DISTANCE OF 3.00 FEET;
7. SOUTH 36° 22' 13" WEST, A DISTANCE OF 925.49 FEET;
8. SOUTH 36° 21' 41" WEST, A DISTANCE OF 809.38 FEET TO A POINT OF CURVATURE;
9. SOUTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 11° 08' 12", A RADIUS OF 1584.00 FEET, AN ARC DISTANCE OF 307.88 FEET, A CHORD BEARING SOUTH 41° 55' 47" WEST, AND A CHORD DISTANCE OF 307.40 FEET TO A POINT OF NONTANGENCY;
10. SOUTH 42° 34' 14" EAST, A DISTANCE OF 105.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8;
11. ON SAID NORTH LINE, NORTH 89° 24' 06" EAST, A DISTANCE OF 615.99 FEET TO THE POINT OF BEGINNING.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND70885555-2

**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.**

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

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

Order Number: RND70885555-2

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, INTERESTS OR EASEMENTS IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA OR THE GENERAL PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT BED AND BANKS OF LEMON GULCH.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [59565661](#)
10. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SAID LAND OR ANY PART THEREOF IS NOW OR AT ANY TIME HAS BEEN INCLUDED WITHIN A NAVIGABLE RIVER, SLOUGH, OR OTHER NAVIGABLE BODY OF WATER.
11. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 31, 1877, IN BOOK H AT PAGE [322](#).
12. RESERVATIONS AS SHOWN ON UNITED STATES PATENTS RECORDED MAY 17, 1881 IN BOOK K AT PAGE [473](#) (AFFECTS THE SOUTH HALF OF THE NORTHWEST QUARTER) AND RECORDED AUGUST 16, 1893 IN BOOK X AT PAGE [185](#) (AFFECTS THE NORTH HALF OF THE NORTHWEST QUARTER).
13. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 09, 1923, IN BOOK 50 AT PAGE [98](#).
14. RESERVATION OF 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS SET FORTH IN DEED RECORDED OCTOBER 19, 1946 IN BOOK 100 AT PAGE [523](#).

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

Order Number: RND70885555-2

15. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 01, 1895 IN BOOK X AT PAGE [239](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED JANUARY 14, 1988 IN BOOK 771 AT PAGE [294](#).
17. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).
18. EASEMENT GRANTED TO US WEST COMMUNICATIONS, FOR TELECOMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 11, 1992, IN BOOK 1052 AT PAGE [508](#).
19. EASEMENT GRANTED TO US WEST COMMUNICATIONS, FOR TELECOMMUNICATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 18, 1992, IN BOOK 1062 AT PAGE [818](#).
20. EASEMENT GRANTED TO US WEST COMMUNICATIONS, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 08, 1992, IN BOOK 1068 AT PAGE [635](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. R-997-040 RELATING TO ACQUISITION OF RIGHT-OF WAY RECORDED FEBRUARY 26, 1997 IN BOOK 1411 AT PAGE [288](#) AND MARCH 12, 1997 IN BOOK 1414 AT PAGE [2351](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENTS RECORDED JULY 21, 1997 IN BOOK 1449 AT PAGE [48](#) AND PAGE [59](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED DECEMBER 18, 1997 IN BOOK 1494 AT PAGE [1258](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED MARCH 16, 1998 IN BOOK 1524 AT PAGE [152](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, REFEREE RULING, JUDGMENT AND DECREE RECORDED MARCH 08, 2000 IN BOOK 1817 AT PAGE [1494](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE RECORDED JANUARY 22, 2008 UNDER RECEPTION NO. [2008004305](#).
27. MINERAL RIGHTS QUIT CLAIM DEED RECORDED JUNE 13, 2019 UNDER RECEPTION NO. [2019033998](#).
28. WATER AND WATER RIGHTS SPECIAL WARRANTY DEED RECORDED APRIL 12, 2018 UNDER RECEPTION NO. [2018021537](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY LINE AND FENCE AGREEMENT RECORDED AUGUST 25, 2020 UNDER RECEPTION NO. [2020079058](#).

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

**Order Number:** RND70885555-2

30. DEED OF TRUST DATED JUNE 25, 2020 FROM DOUGLAS AUSTIN TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF CELEBRITY HOME LOANS, LLC TO SECURE THE SUM OF \$510,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JULY 01, 2020, UNDER RECEPTION NO. [2020057475](#).
31. DEED OF TRUST DATED APRIL 29, 2021 FROM CROWFOOT HILLS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF AMERICAN AGCREDIT, FLCA TO SECURE THE SUM OF \$1,575,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED MAY 03, 2021, UNDER RECEPTION NO. [2021056951](#).
32. DEED OF TRUST DATED JUNE 24, 2022 FROM PINAKA HOLDINGS LLC TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF FARMERS STATE BANK OF CALHAN/FALCON TO SECURE THE SUM OF \$894,707.75, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JULY 07, 2022, UNDER RECEPTION NO. [2022047645](#).
33. DEED OF TRUST DATED MAY 30, 2025 FROM SNAPARCH LLC TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF RAJANIKANTH MADDHI TO SECURE THE SUM OF \$250,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JUNE 10, 2025, UNDER RECEPTION NO. [2025026440](#).
34. DEED OF TRUST DATED SEPTEMBER 09, 2025 FROM ARLA LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF HIGH PLAINS BANK TO SECURE THE SUM OF \$491,050.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED SEPTEMBER 10, 2025, UNDER RECEPTION NO. [2025042611](#).
35. DEED OF TRUST DATED MAY 30, 2025 FROM SNAPARCH LLC TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF HIGH PLAINS BANK TO SECURE THE SUM OF \$1,265,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED JUNE 06, 2025, UNDER RECEPTION NO. [2025026138](#).  
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JUNE 06, 2025, UNDER RECEPTION NO. [2025026139](#).
36. DEED OF TRUST DATED SEPTEMBER 09, 2025 FROM ARLA LAND HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF HIGH PLAINS BANK TO SECURE THE SUM OF \$2,438,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED SEPTEMBER 10, 2025, UNDER RECEPTION NO. [2025042628](#).  
SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED SEPTEMBER 10, 2025, UNDER RECEPTION NO. [2025042612](#).
37. FINANCING STATEMENT WITH HIGH PLAINS BANK, THE SECURED PARTY, RECORDED OCTOBER 08, 2025, UNDER RECEPTION NO. [2025047973](#) AND [2025047974](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$135 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.



## 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 24-21-514.5, 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 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  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By



President

Attest



Secretary

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

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