

## Request for Comments

Case Name: Country Club Ranchettes, Filing 1, Amendment 1  
Case Number: PLT2023-00055

January 18, 2024

The Adams County Planning Commission is requesting comments on the following application: **Subdivision Replat to amend the original major subdivision creating 56 lots to replat creating 60 total (4 new) lots.** This request is located at 30385 E 161st Ave. The Assessor's Parcel Number is 0156702301027, 0156702304011, 0156702304012, 0156702304013.

Applicant Information: Manhard Consulting  
JULIE RENTZ  
7600 EAST ORCHARD ROAD, SUITE 150-N  
GREENWOOD VILLAGE, CO 80111

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 02/09/2024 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [GJBarnes@adcogov.org](mailto:GJBarnes@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/current-land-use-cases](http://www.adcogov.org/current-land-use-cases).

Thank you for your review of this case.

Greg Barnes  
Principal Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5



# FINAL PLAT

(MINOR SUBDIVISION)

A minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. Minor subdivisions are processed through this application for final plat. Two public hearings are required in the processing of this application. A separate application for Subdivision Engineering Review must be filed in addition to this application for final plat.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on pages 2-3.

### Required Checklist Items

- Development Application Form
- Written Explanation
- Final Plat
- Legal Description
- Conceptual Site Plan
- Proof of Ownership
- Proof of Water and Sewer Services
- Proof of Utilities
- Certificate of Taxes Paid
- Receipt of Payment to Colorado Geological Survey

### Discretionary Checklist Items

- School Impact Analysis
- Subdivision Engineering Review Application. If already filed, please identify the case number here:

<b>Fees Due When Application is Deemed Complete</b>	
Minor Subdivision (final plat)	• \$1,600

# Guide to Development Application Submittal

All applications shall be submitted electronically to [epermitcenter@adcogov.org](mailto:epermitcenter@adcogov.org). If the submittal is too large to email as an attachment, the application may be sent as an unlocked MS OneDrive link. Alternatively, the application may be delivered on a flash drive to the Community and Economic Development Department. Once a complete application has been received, fees will be invoiced and payable online at [www.permits.adcogov.org](http://www.permits.adcogov.org).

## Required Checklist Items

### **Written Explanation of the Project:**

- A clear and concise description of the proposal. Please include the purpose of the project, and improvements that will be made to the site.
- Identify the number of tracts and number of lots being proposed.
- Please keep written explanation to three pages or less.

### **Final Plat Prepared by Registered Land Surveyor:**

- A map or maps together with supporting documentation of certain described land providing permanent and accurate record of the legal description, dedications, exact size, shape, and location of lots, blocks, streets, easements, and parcels

### **Legal Description:**

- A version of the legal description (from the final plat) that we can copy and paste. You may provide this in PDF or Microsoft Word versions.

### **Conceptual Site Plan Showing Proposed Development:**

- A detailed drawing of existing and proposed improvements
- Including:
  - Streets, roads, and intersections
  - Driveways, access points, and parking areas
  - Existing and proposed structures, wells, and septic systems,
  - Easements, utility lines, and no build or hazardous areas
  - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

### **Proof of Ownership:**

- A deed may be found in the Office of the Clerk and Recorder
- A title commitment is prepared by a professional title company

### **Proof of Water and Sewer:**

- Public utilities - A written statement from the appropriate water and/or sanitation district indicating that they will provide service to the property
- Private utilities - Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587. A written statement from Adams County Health Department indicating the viability of obtaining Onsite Wastewater Treatment Systems

### **Proof of Utilities (Gas, Electric, etc.):**

- A written statement from the appropriate utility provider indicating that they will provide service to the property
- Copy of a current bill from the service provider

### **Certificate of Taxes Paid:**

- A Statement of Taxes Paid is not the equivalent of a Certificate of Taxes Paid. Colorado State Statutes require a Certificate of Taxes Paid to be submitted with this application.
- All taxes on the subject property must be paid in full. A certificate of taxes paid can be obtained in-person at the Adams County Treasurer's office. As of July 2023, the cost is \$10.
- You may also request a Certificate of Taxes Paid by e-mailing [treasurer@adcogov.org](mailto:treasurer@adcogov.org), and credit card payment can be processed by telephone.

**Receipt of Payment from Colorado Geological Survey:**

- The Colorado Geological Survey requires a fee payment for the review of any subdivision. These payments can be made at: <https://commerce.cashnet.com/MinesCGS>. A receipt of this pre-payment must be provided in this application submittal.

**Discretionary Checklist Items****School Impact Analysis:**

- Contact the applicable school district for the analysis. If the school district does not provide this, please include an email from them.
- Should include the increase in elementary, middle, and high school students and the existing school sites and structure of the applicable district in which the subdivision is proposed to be located.

**Subdivision Engineering Review Application:**

- Contact the [cedd-eng@adcogov.org](mailto:cedd-eng@adcogov.org) to determine if a subdivision engineering review is required. If it is determined that an application is not required, please include an email from them.
- This is a separate application submittal from the minor subdivision final plat. Please refer to the application checklist located at: <https://epermits.adcogov.org/submittal-checklists>.



**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

---

**OWNER**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

---

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If yes, please list PRE#:

I hereby certify that I am making this application as owner of the above-described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



Civil Engineering  
Surveying & Geospatial Services  
Water Resources Management  
GIS Services  
Construction Management

December 6, 2023

Adams County Community & Economic Development Department  
4430 South Adams County Parkway  
1st Floor, Suite W2000  
Brighton, CO 80601

To whom it may concern:

On behalf of Country Club Ranchettes, LLC, the owner of the Country Club Ranchettes, Filing No. 1, we are submitting an application for replat. Per the application requirements, the written explanation of the project is as follows:

The Country Club Ranchettes, Filing No. 1, Amendment 1 is intended to increase the number of lots by splitting 4 existing lots into a total of 8 lots that are greater than one acre. The existing lot line between Lots 45 and 46 will need to be vacated to create proposed Lots 45A, 45B, 46A and 46B. Proposed Lots 12A and 12B will be created by adding a new lot line to existing Lot 12 and proposed Lots 47A and 47B will be created by adding a new lot line to existing lot 47. This will result in an increase of 4 lots for the existing development.

The second amendment to the inclusion agreement with Great Rock North Water and Sanitation District (GRNWSD) conveyed sufficient water rights to serve the additional 4 lots in Filing No. 1 as well as future Filing No. 2.

Please let us know if you have any questions or need any additional information, please contact me at [jrentz@manhard.com](mailto:jrentz@manhard.com) or 303-531-3222.

Sincerely,

Julie Rentz, PE  
Project Manager

# COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1

A RESUBDIVISION OF LOTS 12, 45, 46 AND 47, COUNTRY CLUB RANCHETTES, FILING NO. 1  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2,  
 TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO.: PLT20XX-XXXXX

## DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT COUNTRY CLUB RANCHETTES, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 12, 45, 46 AND 47, COUNTRY CLUB RANCHETTES FILING NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED ON JANUARY 21, 2020 UNDER , COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 431,957 SQUARE FEET OR 9.9165 ACRES MORE OR LESS.

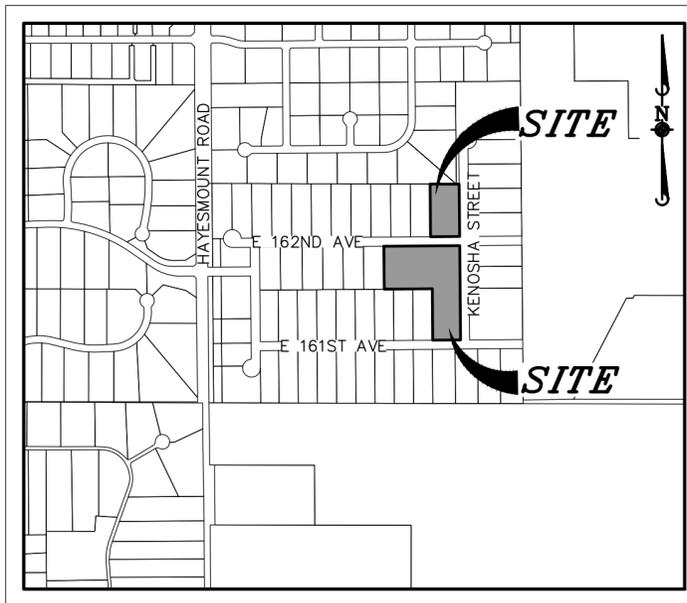
HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1.

COUNTRY CLUB RANCHETTES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



## VICINITY MAP

(1" = 1000')

## NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, REPORT NO. F0647706-150-KB3 WITH AN EFFECTIVE DATE OF DECEMBER 17, 2019 AT 6:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°28'57" WEST AS MONUMENTED ON THE SOUTH BY A 2.5" ALUMINUM CAP STAMPED "LS 38307, 2010" AND MONUMENTED ON THE NORTH BY A NO. 6 REBAR WITH A 2" ALUMINUM CAP STAMPED "LS 23027, 2000".
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08001C0360J WITH AN EFFECTIVE DATE OF OF SEPTEMBER 28, 2018.
7. THE PROPERTY OWNERS OF LOTS ADJACENT TO OUTLOTS ALONG HAYESMOUNT ROAD SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OWNERSHIP OF THE CORRESPONDING OUTLOTS.
8. NO BUILDING PERMITS WILL ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS AND THE WATER SYSTEM IMPROVEMENTS BY THE GREATROCK NORTH WATER AND SANITATION DISTRICT.
9. THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION #\_\_\_\_\_.

## BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_. SUBJECT TO THE TERMS AND CONDITIONS OF THE  
 DEVELOPMENT AGREEMENT RECORDED HERewith.

\_\_\_\_\_  
 CHAIR

## NOTARY

STATE OF COLORADO )  
 ) SS  
 COUNTY OF \_\_\_\_\_)

THE FOREGOING CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 2020, BY \_\_\_\_\_, AS \_\_\_\_\_ OF  
 COUNTRY CLUB RANCHETTES, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

ADDRESS \_\_\_\_\_

## SURVEYOR'S CERTIFICATION

I, MARK A. GABERT, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON \_\_\_\_\_ BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID PLAT ACCURATELY SHOWS THE SUBDIVISION DIMENSIONS AND DETAILS.

I ATTEST THE ABOVE ON \_\_\_\_\_

MARK A. GABERT  
 COLORADO PLS NO. 38567  
 FOR AND ON BEHALF OF MANHARD CONSULTING  
 7600 E. ORCHARD ROAD, SUITE 150-N  
 GREENWOOD VILLAGE, COLORADO 80111  
 (303) 708-0500

FOR REVIEW ONLY

## CLERK & RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND  
 RECORDER IN THE STATE OF COLORADO AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. ON  
 THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ DEPUTY \_\_\_\_\_ CLERK AND RECORDER

FILE NO. \_\_\_\_\_

MAP NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_

## SHEET INDEX

- SHEET 1: COVER SHEET, LEGAL DESCRIPTION, NOTES
- SHEET 2: OVERALL BOUNDARY
- SHEET 3: DETAILED DESIGN SHEET

REVISIONS	DATE	DRAWN BY

**Manhard CONSULTING**  
 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111, ph:303.708.0500, manhard.com  
 Civil Engineering | Surveying & Geospatial Services | GIS | Construction Management | Water Resource Management

COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1  
 COUNTY OF ADAMS, COLORADO  
 REPLAT

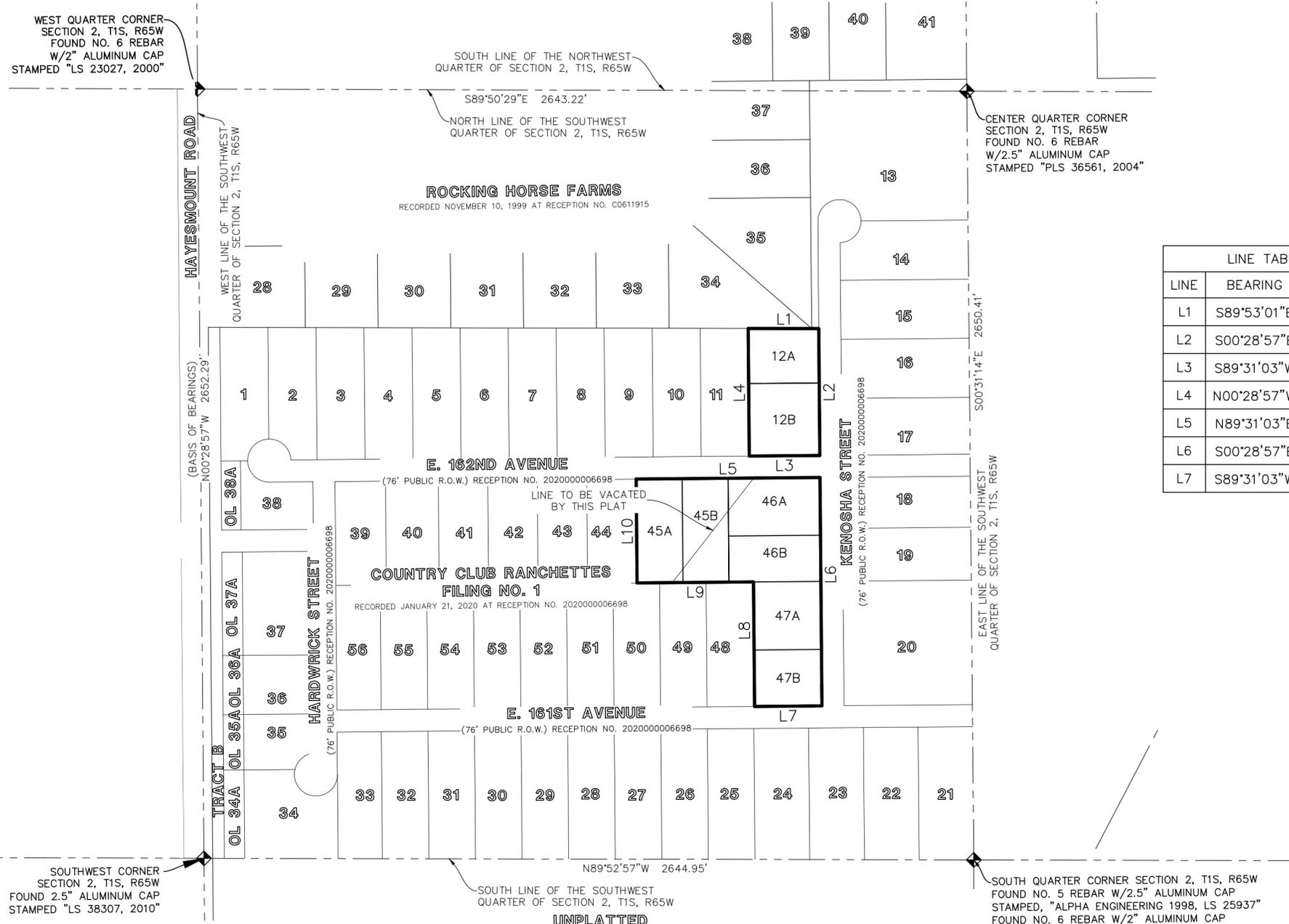
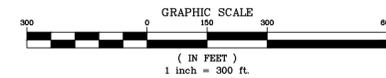
PROJ MGR: JAF  
 PROJ ASSOC: JAF  
 DRAWN BY: SWS  
 DATE: 10/4/23  
 SCALE: N/A

SHEET  
**1** OF **3**  
 PCH.ACCO.01.34

# COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1

A RESUBDIVISION OF LOTS 12, 45, 46 AND 47, COUNTRY CLUB RANCHETTES, FILING NO. 1  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2,  
 TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO.: PLT20XX-XXXXX



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°53'01"E	242.55'
L2	S00°28'57"E	437.25'
L3	S89°31'03"W	242.54'
L4	N00°28'57"W	439.79'
L5	N89°31'03"E	631.53'
L6	S00°28'57"E	787.49'
L7	S89°31'03"W	231.50'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N00°28'57"W	429.27'
L9	S89°31'03"W	400.03'
L10	N00°28'57"W	358.22'

12/1/2023 12:28 PM Dwg Name: P:\patacco01\Drawings\Final Drawings\Plot of Subdivision\Filing No. 1 Amendment No. 1 - PCH.ACCO01.00-PS-A1.dwg Updated By: MWood

DATE	REVISIONS	DRAWN BY
12/01/23	REMOVED LOT 34	MKW
11/21/23	REVISED LOTS 46A & 46B PER CLIENT REQUEST	SWS

**Manhard CONSULTING**  
 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111, ph:303.708.0500, manhard.com  
 Civil Engineering | Surveying & Geospatial Services | GIS  
 Water Resource Management | Construction Management

**COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1**  
**COUNTY OF ADAMS, COLORADO**  
**REPLAT**

PROJ MGR: JAF  
 PROJ ASSOC: JAF  
 DRAWN BY: SWS  
 DATE: 10/4/23  
 SCALE: 1"=300'

FOR REVIEW ONLY

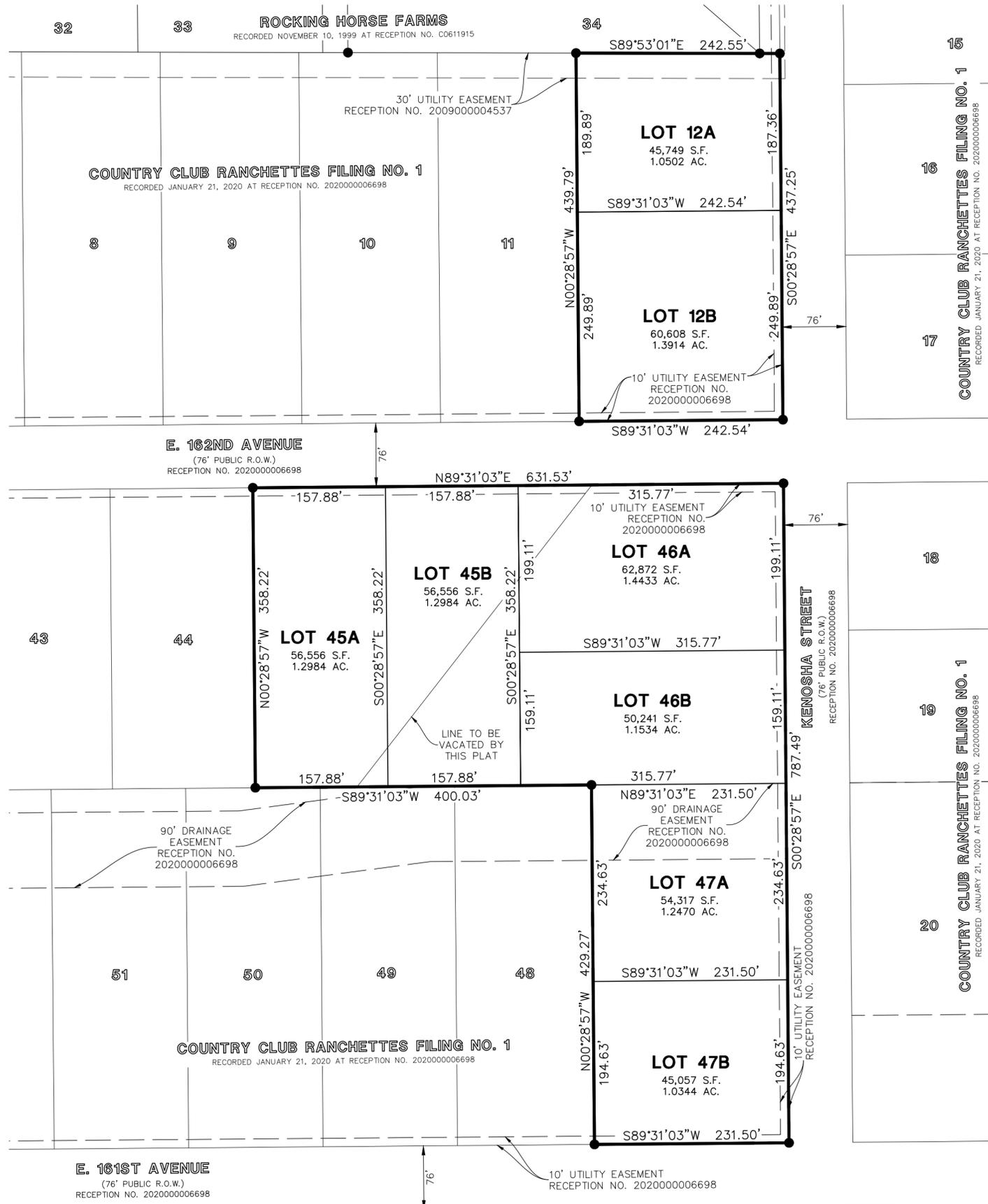
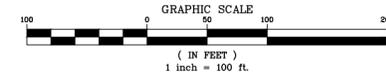
SHEET  
**2** OF **3**  
 PCH.ACCO.01.34

FOR AND ON BEHALF OF  
 MANHARD CONSULTING

# COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1

A RESUBDIVISION OF LOTS 12, 45, 46 AND 47, COUNTRY CLUB RANCHETTES, FILING NO. 1  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2,  
 TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO.: PLT20XX-XXXXX



- LEGEND**
- = EX. BOUNDARY LINE
  - - - = EX. SECTION LINE
  - - - = EX. RIGHT-OF-WAY LINE
  - = EX. LOT LINE
  - - - = EX. EASEMENT LINE
  - = PR. LOT LINE
  - ◆ = FOUND SECTION CORNER AS NOTED
  - = SET NO. 5 REBAR WITH 1.25" O.P.C. PLS 37898 FLUSH WITH GROUND
  - = FOUND NO. 5 REBAR WITH 1.25" O.P.C. PLS 19598

REVISIONS	DATE	DRAWN BY

**Manhard CONSULTING**  
 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111, ph:303.708.0500, manhard.com  
 Civil Engineering | Surveying & Geospatial Services | GIS  
 Water Resource Management | Construction Management

**COUNTRY CLUB RANCHETTES FILING NO. 1, AMENDMENT NO. 1**  
 COUNTY OF ADAMS, COLORADO  
 REPLAT

PROJ MGR:	JAF
PROJ ASSOC:	JAF
DRAWN BY:	SWS
DATE:	10/4/23
SCALE:	1"=100'

FOR REVIEW ONLY

FOR AND ON BEHALF OF  
 MANHARD CONSULTING

12/1/2023 12:28 PM Dwg Name: P:\Pchacco01\dwg\Surv\Final Drawings\Plot of Subdivision\Filing No. 1 Amendment No. 1\01-PCH.ACCO01.00-PS-A1.dwg Updated By: MWood

LOTS 12, 45, 46 AND 47, COUNTRY CLUB RANCHETTES FILING NO. 1, ACCORDING TO THE PLAT THEREOF,  
RECORDED ON JANUARY 21, 2020 UNDER COUNTY OF ADAMS, STATE OF COLORADO.





**Date:** December 12, 2023  
**File No.:** 122-F15390-23  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** Country Club Ranchettes, LLC, a Colorado limited liability company  
**Property:** 30375 E 162Nd Ave, Brighton, CO 80603-8507  
**Assessor Parcel No.:** R0205090 and 1567-02-3-01-027

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

**To:** Fidelity National Title Company  
7125 W Jefferson Avenue  
Suite 160  
Lakewood, CO 80235

**Attn:** Lin Furlong  
**Phone:** 303-889-8382  
**Fax:** 303-633-1974  
**Email:** lfurlong@fnf.com  
**Attn:** Lisa Nester  
**Phone:** (303) 889-2430  
**Fax:** (303) 633-1912  
**Email:** Lisa.Nester@fnf.com  
**Attn:** Jody Sandoval  
**Phone:**  
**Fax:** (303) 633-1914  
**Email:** jsandoval@fnf.com

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

**To:** Country Club Ranchettes, LLC, a Colorado limited liability company

**Attn:**

**To:** Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns

**To:** Premier Community Homes, Ltd.  
1635 East Layton Drive  
Englewood, CO 80113

**Attn:** Jay Scolnick  
**Phone:** 303-332-3785  
**Fax:** 303-573-0077  
**Email:** jscol@pchomesltd.com

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**To:** LB Transaction Coordinator Placeholder

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**To:** (broker or local loan office)

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**To:** Click + in people grid to search for contact first

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**To:** SB Transaction Coordinator Placeholder

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**122-F15390-23**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia  
Authorized Officer or Agent

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Main Phone: (303)986-7940 Email: FNTCJefferson@fnf.com	Escrow Officer: Lin Furlong Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Phone: 303-889-8382 Main Phone: (303)986-7940 Main Fax: (303)633-1974 Email: lfurlong@fnf.com

**Order Number: 122-F15390-23**

**Property Address: 30375 E 162Nd Ave, Brighton, CO 80603-8507**

**SCHEDULE A**

1. Commitment Date: December 4, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Amount of Insurance: \$10,000.00
  - (b) ALTA Loan Policy 2021  
 Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns  
 Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
[Country Club Ranchettes, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

Owner's Policy Premium	\$397.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$400.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 12, Country Club Ranchettes Filing No. 1, County of Adams, State of Colorado

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Country Club Ranchettes, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

NOTE: Statement of Authority for Country Club Ranchettes, LLC, a Colorado limited liability company recorded August 7, 2023 at Reception No. [2023000044767](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Jay B. Scolnick, Manager

8. Partial Release of Lien in favor of Great Rock North Water and Sanitation District

For: unpaid system development fees  
 Name of Owner: Country Club Ranchettes, LLC, a Colorado limited liability company  
 Amount: \$ n/a  
 Recording Date: April 12, 2022  
 Recording No. [2022000032215](#)

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**SCHEDULE B, PART I - Requirements**

(continued)

9. Furnish for recordation a partial release of deed of trust:  
 Amount: \$2,089,209.00  
 Trustor/Grantor: Country Club Ranchettes, LLC, a Colorado limited liability company  
 Trustee: Public Trustee of Adams County  
 Beneficiary: FirstBank  
 Recording Date: September 16, 2021  
 Recording No.: [2021000109797](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: FirstBank  
 Recording Date: January 26, 2023  
 Recording No.: [2023000004599](#)

10. The following items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:

- a) Furnish an executed Owners Affidavit of Occupancy form  
 b) The seller/builder/contractor must execute the Companys Indemnity Agreement form.

NOTE: FOR NEW CONSTRUCTION OF A SINGLE FAMILY PROPERTY, THE BELOW ADDITIONAL ITEMS ARE REQUIRED.

- c) Furnish a Certificate of Occupancy, acceptable to the Company  
 d) Improvement Location Certificate

Prior to Closing, the title chain will be updated to insure there are no mechanics liens or notices of record.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Exception number 5 will be removed from the Owner's and/or Lender's Policy provided the Company conducts the closing.

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**SCHEDULE B, PART I - Requirements**

(continued)

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Bundled Loan Premium Rate includes: Loan Policy Premium, Included Loan Endorsement Charges. (Contact your Escrow Officer for the Tax Certificate)

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 29, 1904 in [Book 16 at Page 183](#); and any and all assignments thereof or interest therein.
9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 28, 1899 in [Book 1111 at Page 70](#); and any and all assignments thereof or interest therein.
10. Right of way for ditches or canals as constructed by the authority of the United States as reserved in United States Patent recorded June 28, 1899 in [Book 1111 at Page 70](#).
11. Right of way as granted to Panhandle Eastern Pipe Line Company, a Delaware Corporation by the instrument recorded August 3, 1982 in [Book 2665 at Page 812](#).

NOTE: Release of Right of Way Grant recorded August 29, 2019 at Reception No. [2019000071080](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

12. The effect of Notice of General Description of Area served by Panhandle Eastern Pipeline Company concerning underground facilities recorded June 25, 1986 in [Book 3162 at Page 961](#).
13. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded April 15, 1998 in [Book 5297 at Page 806](#).
14. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded December 6, 1999 in [Book 5973 at Page 778](#).
15. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded January 9, 2001 at Reception No. [C0749617](#).
16. Any interest in any oil, gas and/or minerals, as disclosed by Quit Claim Deed, and any and all assignments thereof or interests therein, as set forth below in document recorded April 17, 2006 at Reception No. [20060417000390610](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.
17. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the GreatRock North Water and Sanitation District, as evidenced by instrument(s) recorded May 1, 2007 at Reception No. [2007000042726](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. [2007000097421](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification recorded December 24, 2007 at Reception No. [2007000116902](#). Ratification and Correction recorded December 24, 2015 at Reception No. [20150000107226](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded March 6, 2008 at Reception No. [2008000018212](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement recorded January 22, 2009 at Reception No. [2009000004537](#).
22. Any interest in any oil, gas and/or minerals, as disclosed by Warranty Deed below, and any and all assignments thereof or interests therein, as set forth in document recorded September 11, 2009 at Reception No. [2009000068034](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

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**SCHEDULE B, PART II - Exceptions**

(continued)

23. Terms, conditions, provisions, agreements and obligations contained in the Summary of Collections Resolution of Great Rock North Water and Sanitation District as set forth in document recorded July 9, 2010 at Reception No. [201000045598](#).
- Note: Summary of Amended and Restated Collection Resolution recorded March 7, 2011 at Reception No. [2011000015061](#).
24. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded December 8, 2010 at Reception No. [201000085441](#).
25. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded February 16, 2012 at Reception No. [2012000011846](#).
26. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 4, 2013 at Reception No. [2013000028533](#).
27. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 8, 2014 at Reception No. [2014000021127](#).
28. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded January 22, 2015 at Reception No. [2015000004879](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2015-11-04 Resolution of the Board of Directors of the GreatRock North Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities as set forth in document recorded November 5, 2015 at Reception No. [2015000093051](#).
30. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth in document recorded April 28, 2016 at Reception No. [2016000032558](#). First Amendment recorded April 28, 2016 at Reception No. [2016000032557](#).
31. Terms, conditions and provisions as contained in that Statement of Lien recorded December 6, 2018 at Reception No. [2018000097841](#).  
Said lien states that the amount will be due and owing within 5 business days of issuance of a building permit.
32. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2019-020 as set forth in document recorded January 31, 2019 at Reception No. [2019000007786](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded February 28, 2020 at Reception No. [202000019022](#).
- Amendment(s) of said instrument  
Recording Date: May 26, 2022  
Recording No.: [2022000047096](#)
- Amendment(s) of said instrument  
Recording Date: June 17, 2022  
Recording No.: [2022000053833](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Greatrock North Water and Sanitation District Special District Public Disclosure as set forth in document recorded January 7, 2020 at Reception No. [2020000001886](#).
35. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth in document recorded January 21, 2020 at Reception No. [2020000006698](#).
36. Terms, conditions, provisions and obligations of those Resolutions recorded January 23, 2020 at Reception No. [2020000007772](#) and recorded January 23, 2020 at Reception No. [2020000007777](#) and April 20, 2021 at Reception No. [2021000047225](#).
37. Any lien or assessments by reason of the inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities by instrument recorded January 5, 2022 at Reception No. [2022000001401](#).
38. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities , as evidenced by instrument(s) recorded December 15, 2022 at Reception No. [2022000097273](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

39. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Service Company of Colorado  
 Purpose: utilities  
 Recording Date: November 7, 2023  
 Recording No.: [2023000062679](#)

**NOTE FOR BUNDLED LOAN POLICY:** Unless stated contrary herein, the Company will incorporate and provide the following ALTA/Colorado endorsement(s) (including the versions of ALTA 06 endorsements) on the ALTA Short Form Residential Loan Policy or ALTA Loan Policy, commitment vesting and all-inclusive rate.

Endorsement ALTA 9 or 9.3/Form 100 Restrictions  
 Endorsement ALTA 8.1 Environmental Protection Lien  
 Endorsement ALTA 4.1/Form 115.3 Condominium or ALTA 5.1/Form 115.4 Planned Unit Development  
 Endorsement ALTA 4/Form 115.1 Condominium or ALTA 5/Form 115.2 Planned Unit Development  
 Endorsement ALTA 22/Form 116 Location  
 Endorsement ALTA 28-06/Form 103.1 Damage to or Forced Removal of Improvements  
 Endorsement Form 100.29 or Form 100.30 Mineral Rights  
 Endorsement ALTA 14.3/ALTA 14.3-06 Future Advance–Reverse Mortgage with Construction Lien Coverage/  
 Form 111.11 Revolving Line of Credit (Lender)

And any "one" of the following optional endorsements:

Endorsement Form 111.9 FNMA Balloon  
 Endorsement ALTA 6/Form 110.7 Variable  
 Endorsement Form 110.9 Adjustable  
 Endorsement ALTA 6.2/Form 110.8 Negative Amortization

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I-Requirements;
    - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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>.

**END OF CONDITIONS**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.

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**DISCLOSURE STATEMENT**  
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



**Date:** December 12, 2023  
**File No.:** 122-F15391-23  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** Country Club Ranchettes, LLC, a Colorado limited liability company  
**Property:** 30300 E 162Nd Ave, Brighton, CO 80603-8507  
**Assessor Parcel No.:** R0205113 and 1567-02-3-04-013

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

**To:** Fidelity National Title Company  
7125 W Jefferson Avenue  
Suite 160  
Lakewood, CO 80235

**Attn:** Lin Furlong  
**Phone:** 303-889-8382  
**Fax:** 303-633-1974  
**Email:** lfurlong@fnf.com  
**Attn:** Lisa Nester  
**Phone:** (303) 889-2430  
**Fax:** (303) 633-1912  
**Email:** Lisa.Nester@fnf.com  
**Attn:** Jody Sandoval  
**Phone:**  
**Fax:** (303) 633-1914  
**Email:** jsandoval@fnf.com

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

**To:** Country Club Ranchettes, LLC, a Colorado limited liability company

**Attn:**

**To:** Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns

**To:** Premier Community Homes, Ltd.  
1635 East Layton Drive  
Englewood, CO 80113

**Attn:** Jay Scolnick  
**Phone:** 303-332-3785  
**Fax:** 303-573-0077  
**Email:** jscol@pchomesltd.com

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**To:** LB Transaction Coordinator Placeholder

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**To:** (broker or local loan office)

---

**To:** Click + in people grid to search for contact first

---

**To:** SB Transaction Coordinator Placeholder

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**122-F15391-23**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia  
Authorized Officer or Agent

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Main Phone: (303)986-7940 Email: FNTCJefferson@fnf.com	Escrow Officer: Lin Furlong Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Phone: 303-889-8382 Main Phone: (303)986-7940 Main Fax: (303)633-1974 Email: lfurlong@fnf.com

**Order Number: 122-F15391-23**

**Property Address: 30300 E 162Nd Ave, Brighton, CO 80603-8507**

**SCHEDULE A**

1. Commitment Date: December 4, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Amount of Insurance: \$10,000.00
  - (b) ALTA Loan Policy 2021  
 Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns  
 Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
[Country Club Ranchettes, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

Owner's Policy Premium	\$397.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$400.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 45, Country Club Ranchettes Filing No. 1, County of Adams, State of Colorado

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Country Club Ranchettes, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

NOTE: Statement of Authority for Country Club Ranchettes, LLC, a Colorado limited liability company recorded August 7, 2023 at Reception No. [2023000044767](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Jay B. Scolnick, Manager

8. Furnish for recordation a partial release of deed of trust:

Amount: \$2,089,209.00  
 Trustor/Grantor: Country Club Ranchettes, LLC, a Colorado limited liability company  
 Trustee: Public Trustee of Adams County  
 Beneficiary: FirstBank  
 Recording Date: September 16, 2021  
 Recording No.: [2021000109797](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: FirstBank  
 Recording Date: January 26, 2023  
 Recording No.: [2023000004599](#)

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**SCHEDULE B, PART I - Requirements**

(continued)

9. The following items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:

a) Furnish an executed Owners Affidavit of Occupancy form

b) The seller/builder/contractor must execute the Companys Indemnity Agreement form.

NOTE: FOR NEW CONSTRUCTION OF A SINGLE FAMILY PROPERTY, THE BELOW ADDITIONAL ITEMS ARE REQUIRED.

c) Furnish a Certificate of Occupancy, acceptable to the Company

d) Improvement Location Certificate

Prior to Closing, the title chain will be updated to insure there are no mechanics liens or notices of record.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Exception number 5 will be removed from the Owner's and/or Lender's Policy provided the Company conducts the closing.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Bundled Loan Premium Rate includes: Loan Policy Premium, Included Loan Endorsement Charges. (Contact your Escrow Officer for the Tax Certificate)

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**SCHEDULE B, PART I - Requirements**  
(continued)

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 29, 1904 in [Book 16 at Page 183](#); and any and all assignments thereof or interest therein.
9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 28, 1899 in [Book 1111 at Page 70](#); and any and all assignments thereof or interest therein.
10. Right of way for ditches or canals as constructed by the authority of the United States as reserved in United States Patent recorded June 28, 1899 in [Book 1111 at Page 70](#).
11. Right of way as granted to Panhandle Eastern Pipe Line Company, a Delaware Corporation by the instrument recorded August 3, 1982 in [Book 2665 at Page 812](#).

NOTE: Release of Right of Way Grant recorded August 29, 2019 at Reception No. [2019000071080](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

12. The effect of Notice of General Description of Area served by Panhandle Eastern Pipeline Company concerning underground facilities recorded June 25, 1986 in [Book 3162 at Page 961](#).
13. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded April 15, 1998 in [Book 5297 at Page 806](#).
14. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded December 6, 1999 in [Book 5973 at Page 778](#).
15. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded January 9, 2001 at Reception No. [C0749617](#).
16. Any interest in any oil, gas and/or minerals, as disclosed by Quit Claim Deed, and any and all assignments thereof or interests therein, as set forth below in document recorded April 17, 2006 at Reception No. [20060417000390610](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.
17. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the GreatRock North Water and Sanitation District, as evidenced by instrument(s) recorded May 1, 2007 at Reception No. [2007000042726](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. [2007000097421](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification recorded December 24, 2007 at Reception No. [2007000116902](#). Ratification and Correction recorded December 24, 2015 at Reception No. [20150000107226](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded March 6, 2008 at Reception No. [2008000018212](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement recorded January 22, 2009 at Reception No. [2009000004537](#).
22. Any interest in any oil, gas and/or minerals, as disclosed by Warranty Deed below, and any and all assignments thereof or interests therein, as set forth in document recorded September 11, 2009 at Reception No. [2009000068034](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

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**SCHEDULE B, PART II - Exceptions**

(continued)

23. Terms, conditions, provisions, agreements and obligations contained in the Summary of Collections Resolution of Great Rock North Water and Sanitation District as set forth in document recorded July 9, 2010 at Reception No. [201000045598](#).
- Note: Summary of Amended and Restated Collection Resolution recorded March 7, 2011 at Reception No. [2011000015061](#).
24. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded December 8, 2010 at Reception No. [201000085441](#).
25. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded February 16, 2012 at Reception No. [2012000011846](#).
26. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 4, 2013 at Reception No. [2013000028533](#).
27. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 8, 2014 at Reception No. [2014000021127](#).
28. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded January 22, 2015 at Reception No. [2015000004879](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2015-11-04 Resolution of the Board of Directors of the GreatRock North Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities as set forth in document recorded November 5, 2015 at Reception No. [2015000093051](#).
30. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth in document recorded April 28, 2016 at Reception No. [2016000032558](#). First Amendment recorded April 28, 2016 at Reception No. [2016000032557](#).
31. Terms, conditions and provisions as contained in that Statement of Lien recorded December 6, 2018 at Reception No. [2018000097841](#).  
Said lien states that the amount will be due and owing within 5 business days of issuance of a building permit.
32. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2019-020 as set forth in document recorded January 31, 2019 at Reception No. [2019000007786](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded February 28, 2020 at Reception No. [202000019022](#).
- Amendment(s) of said instrument  
Recording Date: May 26, 2022  
Recording No.: [2022000047096](#)
- Amendment(s) of said instrument  
Recording Date: June 17, 2022  
Recording No.: [2022000053833](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Greatrock North Water and Sanitation District Special District Public Disclosure as set forth in document recorded January 7, 2020 at Reception No. [2020000001886](#).
35. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth in document recorded January 21, 2020 at Reception No. [2020000006698](#).
36. Terms, conditions, provisions and obligations of those Resolutions recorded January 23, 2020 at Reception No. [2020000007772](#) and recorded January 23, 2020 at Reception No. [2020000007777](#) and April 20, 2021 at Reception No. [2021000047225](#).
37. Any lien or assessments by reason of the inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities by instrument recorded January 5, 2022 at Reception No. [2022000001401](#).
38. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities , as evidenced by instrument(s) recorded December 15, 2022 at Reception No. [2022000097273](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

39. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Service Company of Colorado  
 Purpose: utilities  
 Recording Date: November 7, 2023  
 Recording No.: [2023000062679](#)

**NOTE FOR BUNDLED LOAN POLICY:** Unless stated contrary herein, the Company will incorporate and provide the following ALTA/Colorado endorsement(s) (including the versions of ALTA 06 endorsements) on the ALTA Short Form Residential Loan Policy or ALTA Loan Policy, commitment vesting and all-inclusive rate.

Endorsement ALTA 9 or 9.3/Form 100 Restrictions  
 Endorsement ALTA 8.1 Environmental Protection Lien  
 Endorsement ALTA 4.1/Form 115.3 Condominium or ALTA 5.1/Form 115.4 Planned Unit Development  
 Endorsement ALTA 4/Form 115.1 Condominium or ALTA 5/Form 115.2 Planned Unit Development  
 Endorsement ALTA 22/Form 116 Location  
 Endorsement ALTA 28-06/Form 103.1 Damage to or Forced Removal of Improvements  
 Endorsement Form 100.29 or Form 100.30 Mineral Rights  
 Endorsement ALTA 14.3/ALTA 14.3-06 Future Advance–Reverse Mortgage with Construction Lien Coverage/  
 Form 111.11 Revolving Line of Credit (Lender)

And any "one" of the following optional endorsements:

Endorsement Form 111.9 FNMA Balloon  
 Endorsement ALTA 6/Form 110.7 Variable  
 Endorsement Form 110.9 Adjustable  
 Endorsement ALTA 6.2/Form 110.8 Negative Amortization

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.

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**DISCLOSURE STATEMENT**  
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



**Date:** December 12, 2023  
**File No.:** 122-F15392-23  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** Country Club Ranchettes, LLC, a Colorado limited liability company  
**Property:** 30400 E 162Nd Ave, Brighton, CO 80603-8509  
**Assessor Parcel No.:** R0205112 and 1567-02-3-04-012

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

---

**To:** Fidelity National Title Company  
7125 W Jefferson Avenue  
Suite 160  
Lakewood, CO 80235

**Attn:** Lin Furlong  
**Phone:** 303-889-8382  
**Fax:** 303-633-1974  
**Email:** lfurlong@fnf.com  
**Attn:** Lisa Nester  
**Phone:** (303) 889-2430  
**Fax:** (303) 633-1912  
**Email:** Lisa.Nester@fnf.com  
**Attn:** Jody Sandoval  
**Phone:**  
**Fax:** (303) 633-1914  
**Email:** jsandoval@fnf.com

---

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

---

**To:** Country Club Ranchettes, LLC, a Colorado limited liability company

**Attn:**

---

**To:** Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns

**To:** Premier Community Homes, Ltd.  
1635 East Layton Drive  
Englewood, CO 80113

**Attn:** Jay Scolnick  
**Phone:** 303-332-3785  
**Fax:** 303-573-0077  
**Email:** jscol@pchomesltd.com

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**To:** LB Transaction Coordinator Placeholder

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**To:** (broker or local loan office)

---

**To:** Click + in people grid to search for contact first

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**To:** SB Transaction Coordinator Placeholder

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**122-F15392-23**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia  
Authorized Officer or Agent

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Main Phone: (303)986-7940 Email: FNTCJefferson@fnf.com	Escrow Officer: Lin Furlong Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Phone: 303-889-8382 Main Phone: (303)986-7940 Main Fax: (303)633-1974 Email: lfurlong@fnf.com

**Order Number: 122-F15392-23**

**Property Address: 30400 E 162Nd Ave, Brighton, CO 80603-8509**

**SCHEDULE A**

1. Commitment Date: December 4, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Amount of Insurance: \$10,000.00
  - (b) ALTA Loan Policy 2021  
 Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns  
 Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
[Country Club Ranchettes, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

Owner's Policy Premium	\$397.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$400.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 46, Country Club Ranchettes Filing No. 1, County of Adams, State of Colorado

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Country Club Ranchettes, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

NOTE: Statement of Authority for Country Club Ranchettes, LLC, a Colorado limited liability company recorded August 7, 2023 at Reception No. [2023000044767](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Jay B. Scolnick, Manager

8. Partial Release of Lien in favor of Great Rock North Water and Sanitation District

For:	unpaid system development fees	Name of Owner:	Country Club
	Ranchettes, LLC, a Colorado limited liability company		
Amount:	\$ n/a		
Recording Date:	April 12, 2022		
Recording No.:	<a href="#">2022000032215</a>		

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**SCHEDULE B, PART I - Requirements**

(continued)

9. Furnish for recordation a partial release of deed of trust:  
Amount: \$2,089,209.00  
Trustor/Grantor: Country Club Ranchettes, LLC, a Colorado limited liability company  
Trustee: Public Trustee of Adams County  
Beneficiary: FirstBank  
Recording Date: September 16, 2021  
Recording No.: [2021000109797](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: FirstBank  
Recording Date: January 26, 2023  
Recording No.: [2023000004599](#)

10. The following items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:

- a) Furnish an executed Owners Affidavit of Occupancy form  
b) The seller/builder/contractor must execute the Companys Indemnity Agreement form.

NOTE: FOR NEW CONSTRUCTION OF A SINGLE FAMILY PROPERTY, THE BELOW ADDITIONAL ITEMS ARE REQUIRED.

- c) Furnish a Certificate of Occupancy, acceptable to the Company  
d) Improvement Location Certificate

Prior to Closing, the title chain will be updated to insure there are no mechanics liens or notices of record.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Exception number 5 will be removed from the Owner's and/or Lender's Policy provided the Company conducts the closing.

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**SCHEDULE B, PART I - Requirements**

(continued)

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Bundled Loan Premium Rate includes: Loan Policy Premium, Included Loan Endorsement Charges. (Contact your Escrow Officer for the Tax Certificate)

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 29, 1904 in [Book 16 at Page 183](#); and any and all assignments thereof or interest therein.
9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 28, 1899 in [Book 1111 at Page 70](#); and any and all assignments thereof or interest therein.
10. Right of way for ditches or canals as constructed by the authority of the United States as reserved in United States Patent recorded June 28, 1899 in [Book 1111 at Page 70](#).
11. Right of way as granted to Panhandle Eastern Pipe Line Company, a Delaware Corporation by the instrument recorded August 3, 1982 in [Book 2665 at Page 812](#).

NOTE: Release of Right of Way Grant recorded August 29, 2019 at Reception No. [2019000071080](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

12. The effect of Notice of General Description of Area served by Panhandle Eastern Pipeline Company concerning underground facilities recorded June 25, 1986 in [Book 3162 at Page 961](#).
13. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded April 15, 1998 in [Book 5297 at Page 806](#).
14. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded December 6, 1999 in [Book 5973 at Page 778](#).
15. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded January 9, 2001 at Reception No. [C0749617](#).
16. Any interest in any oil, gas and/or minerals, as disclosed by Quit Claim Deed, and any and all assignments thereof or interests therein, as set forth below in document recorded April 17, 2006 at Reception No. [20060417000390610](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.
17. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the GreatRock North Water and Sanitation District, as evidenced by instrument(s) recorded May 1, 2007 at Reception No. [2007000042726](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. [2007000097421](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification recorded December 24, 2007 at Reception No. [2007000116902](#). Ratification and Correction recorded December 24, 2015 at Reception No. [20150000107226](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded March 6, 2008 at Reception No. [2008000018212](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement recorded January 22, 2009 at Reception No. [2009000004537](#).
22. Any interest in any oil, gas and/or minerals, as disclosed by Warranty Deed below, and any and all assignments thereof or interests therein, as set forth in document recorded September 11, 2009 at Reception No. [2009000068034](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

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**SCHEDULE B, PART II - Exceptions**

(continued)

23. Terms, conditions, provisions, agreements and obligations contained in the Summary of Collections Resolution of Great Rock North Water and Sanitation District as set forth in document recorded July 9, 2010 at Reception No. [201000045598](#).
- Note: Summary of Amended and Restated Collection Resolution recorded March 7, 2011 at Reception No. [2011000015061](#).
24. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded December 8, 2010 at Reception No. [201000085441](#).
25. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded February 16, 2012 at Reception No. [2012000011846](#).
26. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 4, 2013 at Reception No. [2013000028533](#).
27. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 8, 2014 at Reception No. [2014000021127](#).
28. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded January 22, 2015 at Reception No. [2015000004879](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2015-11-04 Resolution of the Board of Directors of the GreatRock North Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities as set forth in document recorded November 5, 2015 at Reception No. [2015000093051](#).
30. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth in document recorded April 28, 2016 at Reception No. [2016000032558](#). First Amendment recorded April 28, 2016 at Reception No. [2016000032557](#).
31. Terms, conditions and provisions as contained in that Statement of Lien recorded December 6, 2018 at Reception No. [2018000097841](#).  
Said lien states that the amount will be due and owing within 5 business days of issuance of a building permit.
32. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2019-020 as set forth in document recorded January 31, 2019 at Reception No. [2019000007786](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded February 28, 2020 at Reception No. [202000019022](#).
- Amendment(s) of said instrument  
Recording Date: May 26, 2022  
Recording No.: [2022000047096](#)
- Amendment(s) of said instrument  
Recording Date: June 17, 2022  
Recording No.: [2022000053833](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Greatrock North Water and Sanitation District Special District Public Disclosure as set forth in document recorded January 7, 2020 at Reception No. [2020000001886](#).
35. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth in document recorded January 21, 2020 at Reception No. [2020000006698](#).
36. Terms, conditions, provisions and obligations of those Resolutions recorded January 23, 2020 at Reception No. [2020000007772](#) and recorded January 23, 2020 at Reception No. [2020000007777](#) and April 20, 2021 at Reception No. [2021000047225](#).
37. Any lien or assessments by reason of the inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities by instrument recorded January 5, 2022 at Reception No. [2022000001401](#).
38. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities , as evidenced by instrument(s) recorded December 15, 2022 at Reception No. [2022000097273](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

39. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Service Company of Colorado  
 Purpose: utilities  
 Recording Date: November 7, 2023  
 Recording No.: [2023000062679](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Mailbox Easement as set forth below:

Recording Date: December 7, 2021  
 Recording No: [2021000146762](#)

**NOTE FOR BUNDLED LOAN POLICY:** Unless stated contrary herein, the Company will incorporate and provide the following ALTA/Colorado endorsement(s) (including the versions of ALTA 06 endorsements) on the ALTA Short Form Residential Loan Policy or ALTA Loan Policy, commitment vesting and all-inclusive rate.

Endorsement ALTA 9 or 9.3/Form 100 Restrictions  
 Endorsement ALTA 8.1 Environmental Protection Lien  
 Endorsement ALTA 4.1/Form 115.3 Condominium or ALTA 5.1/Form 115.4 Planned Unit Development  
 Endorsement ALTA 4/Form 115.1 Condominium or ALTA 5/Form 115.2 Planned Unit Development  
 Endorsement ALTA 22/Form 116 Location  
 Endorsement ALTA 28-06/Form 103.1 Damage to or Forced Removal of Improvements  
 Endorsement Form 100.29 or Form 100.30 Mineral Rights  
 Endorsement ALTA 14.3/ALTA 14.3-06 Future Advance–Reverse Mortgage with Construction Lien Coverage/  
 Form 111.11 Revolving Line of Credit (Lender)

And any "one" of the following optional endorsements:

Endorsement Form 111.9 FNMA Balloon  
 Endorsement ALTA 6/Form 110.7 Variable  
 Endorsement Form 110.9 Adjustable  
 Endorsement ALTA 6.2/Form 110.8 Negative Amortization

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.

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**DISCLOSURE STATEMENT**  
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



**Date:** December 12, 2023  
**File No.:** 122-F15393-23  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** Country Club Ranchettes, LLC, a Colorado limited liability company  
**Property:** 30385 E. 162nd Avenue, Brighton, CO 80603  
**Assessor Parcel No.:**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

**To:** Fidelity National Title Company  
7125 W Jefferson Avenue  
Suite 160  
Lakewood, CO 80235

**Attn:** Lin Furlong  
**Phone:** 303-889-8382  
**Fax:** 303-633-1974  
**Email:** lfurlong@fnf.com  
**Attn:** Lisa Nester  
**Phone:** (303) 889-2430  
**Fax:** (303) 633-1912  
**Email:** Lisa.Nester@fnf.com  
**Attn:** Jody Sandoval  
**Phone:**  
**Fax:** (303) 633-1914  
**Email:** jsandoval@fnf.com

**To:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

**Attn:**

**To:** Country Club Ranchettes, LLC, a Colorado limited liability company

**Attn:**

**To:** Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns

**To:** Premier Community Homes, Ltd.  
1635 East Layton Drive  
Englewood, CO 80113

**Attn:** Jay Scolnick  
**Phone:** 303-332-3785  
**Fax:** 303-573-0077  
**Email:** jscol@pchomesltd.com

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**To:** LB Transaction Coordinator Placeholder

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**To:** (broker or local loan office)

---

**To:** Click + in people grid to search for contact first

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**To:** SB Transaction Coordinator Placeholder

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**122-F15393-23**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia  
Authorized Officer or Agent

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Main Phone: (303)986-7940 Email: FNTCJefferson@fnf.com	Escrow Officer: Lin Furlong Fidelity National Title Company 7125 W Jefferson Avenue, Suite 160 Lakewood, CO 80235 Phone: 303-889-8382 Main Phone: (303)986-7940 Main Fax: (303)633-1974 Email: lfurlong@fnf.com

**Order Number: 122-F15393-23**

**Property Address: 30385 E. 162nd Avenue, Brighton, CO 80603**

**SCHEDULE A**

1. Commitment Date: December 4, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Amount of Insurance: \$10,000.00
  - (b) ALTA Loan Policy 2021  
 Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assigns  
 Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land at the Commitment Date is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:  
[Country Club Ranchettes, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

Owner's Policy Premium	\$397.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$400.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

Lot 47, Country Club Ranchettes Filing No. 1, County of Adams, State of Colorado

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Country Club Ranchettes, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.

NOTE: Statement of Authority for Country Club Ranchettes, LLC, a Colorado limited liability company recorded August 7, 2023 at Reception No. [2023000044767](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Jay B. Scolnick, Manager

8. Partial Release of Lien in favor of Great Rock North Water and Sanitation District

For:	unpaid system development fees	Name of Owner:	Country Club
	Ranchettes, LLC, a Colorado limited liability company		
Amount:	\$ n/a		
Recording Date:	April 12, 2022		
Recording No.:	<a href="#">2022000032215</a>		

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**SCHEDULE B, PART I - Requirements**

(continued)

9. The following items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:

a) Furnish an executed Owners Affidavit of Occupancy form

b) The seller/builder/contractor must execute the Companys Indemnity Agreement form.

NOTE: FOR NEW CONSTRUCTION OF A SINGLE FAMILY PROPERTY, THE BELOW ADDITIONAL ITEMS ARE REQUIRED.

c) Furnish a Certificate of Occupancy, acceptable to the Company

d) Improvement Location Certificate

Prior to Closing, the title chain will be updated to insure there are no mechanics liens or notices of record.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Exception number 5 will be removed from the Owner's and/or Lender's Policy provided the Company conducts the closing.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

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**SCHEDULE B, PART I - Requirements**

(continued)

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Bundled Loan Premium Rate includes: Loan Policy Premium, Included Loan Endorsement Charges. (Contact your Escrow Officer for the Tax Certificate)

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

[Plat Map](#)

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 29, 1904 in [Book 16 at Page 183](#); and any and all assignments thereof or interest therein.
9. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 28, 1899 in [Book 1111 at Page 70](#); and any and all assignments thereof or interest therein.
10. Right of way for ditches or canals as constructed by the authority of the United States as reserved in United States Patent recorded June 28, 1899 in [Book 1111 at Page 70](#).
11. Right of way as granted to Panhandle Eastern Pipe Line Company, a Delaware Corporation by the instrument recorded August 3, 1982 in [Book 2665 at Page 812](#).

NOTE: Release of Right of Way Grant recorded August 29, 2019 at Reception No. [2019000071080](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

12. The effect of Notice of General Description of Area served by Panhandle Eastern Pipeline Company concerning underground facilities recorded June 25, 1986 in [Book 3162 at Page 961](#).
13. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded April 15, 1998 in [Book 5297 at Page 806](#).
14. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded December 6, 1999 in [Book 5973 at Page 778](#).
15. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded January 9, 2001 at Reception No. [C0749617](#).
16. Any interest in any oil, gas and/or minerals, as disclosed by Quit Claim Deed, and any and all assignments thereof or interests therein, as set forth below in document recorded April 17, 2006 at Reception No. [20060417000390610](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.
17. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the GreatRock North Water and Sanitation District, as evidenced by instrument(s) recorded May 1, 2007 at Reception No. [2007000042726](#).
18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. [2007000097421](#).
19. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification recorded December 24, 2007 at Reception No. [2007000116902](#). Ratification and Correction recorded December 24, 2015 at Reception No. [20150000107226](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded March 6, 2008 at Reception No. [2008000018212](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement recorded January 22, 2009 at Reception No. [2009000004537](#).
22. Any interest in any oil, gas and/or minerals, as disclosed by Warranty Deed below, and any and all assignments thereof or interests therein, as set forth in document recorded September 11, 2009 at Reception No. [2009000068034](#)  
  
The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

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**SCHEDULE B, PART II - Exceptions**

(continued)

23. Terms, conditions, provisions, agreements and obligations contained in the Summary of Collections Resolution of Great Rock North Water and Sanitation District as set forth in document recorded July 9, 2010 at Reception No. [201000045598](#).
- Note: Summary of Amended and Restated Collection Resolution recorded March 7, 2011 at Reception No. [2011000015061](#).
24. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded December 8, 2010 at Reception No. [201000085441](#).
25. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded February 16, 2012 at Reception No. [2012000011846](#).
26. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 4, 2013 at Reception No. [2013000028533](#).
27. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded April 8, 2014 at Reception No. [2014000021127](#).
28. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth in document recorded January 22, 2015 at Reception No. [2015000004879](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2015-11-04 Resolution of the Board of Directors of the GreatRock North Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities as set forth in document recorded November 5, 2015 at Reception No. [2015000093051](#).
30. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth in document recorded April 28, 2016 at Reception No. [2016000032558](#). First Amendment recorded April 28, 2016 at Reception No. [2016000032557](#).
31. Terms, conditions and provisions as contained in that Statement of Lien recorded December 6, 2018 at Reception No. [2018000097841](#).  
Said lien states that the amount will be due and owing within 5 business days of issuance of a building permit.
32. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2019-020 as set forth in document recorded January 31, 2019 at Reception No. [2019000007786](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded February 28, 2020 at Reception No. [202000019022](#).
- Amendment(s) of said instrument  
Recording Date: May 26, 2022  
Recording No.: [2022000047096](#)
- Amendment(s) of said instrument  
Recording Date: June 17, 2022  
Recording No.: [2022000053833](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Greatrock North Water and Sanitation District Special District Public Disclosure as set forth in document recorded January 7, 2020 at Reception No. [2020000001886](#).
35. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth in document recorded January 21, 2020 at Reception No. [2020000006698](#).
36. Terms, conditions, provisions and obligations of those Resolutions recorded January 23, 2020 at Reception No. [2020000007772](#) and recorded January 23, 2020 at Reception No. [2020000007777](#) and April 20, 2021 at Reception No. [2021000047225](#).
37. Any lien or assessments by reason of the inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities by instrument recorded January 5, 2022 at Reception No. [2022000001401](#).
38. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Resolution of the Board of Directors of the Greatrock North Water and Sanitation District concerning the Imposition of Various Fee, Rates, Penalties and Charges for Water Serve and Facilities , as evidenced by instrument(s) recorded December 15, 2022 at Reception No. [2022000097273](#).

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**SCHEDULE B, PART II - Exceptions**

(continued)

39. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Service Company of Colorado  
 Purpose: utilities  
 Recording Date: November 7, 2023  
 Recording No.: [2023000062679](#)

**NOTE FOR BUNDLED LOAN POLICY:** Unless stated contrary herein, the Company will incorporate and provide the following ALTA/Colorado endorsement(s) (including the versions of ALTA 06 endorsements) on the ALTA Short Form Residential Loan Policy or ALTA Loan Policy, commitment vesting and all-inclusive rate.

Endorsement ALTA 9 or 9.3/Form 100 Restrictions  
 Endorsement ALTA 8.1 Environmental Protection Lien  
 Endorsement ALTA 4.1/Form 115.3 Condominium or ALTA 5.1/Form 115.4 Planned Unit Development  
 Endorsement ALTA 4/Form 115.1 Condominium or ALTA 5/Form 115.2 Planned Unit Development  
 Endorsement ALTA 22/Form 116 Location  
 Endorsement ALTA 28-06/Form 103.1 Damage to or Forced Removal of Improvements  
 Endorsement Form 100.29 or Form 100.30 Mineral Rights  
 Endorsement ALTA 14.3/ALTA 14.3-06 Future Advance–Reverse Mortgage with Construction Lien Coverage/  
 Form 111.11 Revolving Line of Credit (Lender)

And any "one" of the following optional endorsements:

Endorsement Form 111.9 FNMA Balloon  
 Endorsement ALTA 6/Form 110.7 Variable  
 Endorsement Form 110.9 Adjustable  
 Endorsement ALTA 6.2/Form 110.8 Negative Amortization

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.

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**DISCLOSURE STATEMENT**  
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

SECOND AMENDMENT TO INCLUSION AGREEMENT  
(Homestead Heights II)

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This SECOND AMENDMENT TO INCLUSION AGREEMENT (the “**Second Amendment**”) is entered into this 17<sup>th</sup> day of July 2023, by, between, and among the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company (the “**Owner**”), collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the District and Homestead Heights, LLC (the “**Original Owner**”) entered in an *Inclusion Agreement*, dated November 21, 2006 (the “**Inclusion Agreement**”), wherein the District and the Original Owner agreed to certain conditions regarding the inclusion of certain property commonly referred to as the Homestead Heights II development (the “**Property**”); and

WHEREAS, on August 20, 2008, the Inclusion Agreement was amended by the District and the Original Owner in the *First Amendment to Inclusion Agreement* (the “**First Amendment**,” together with the Inclusion Agreement, the “**Agreement**”); and

WHEREAS, on May 1, 2007, upon satisfaction of the conditions precedent set forth in Paragraph 7 of the Agreement, the Property was included into the boundaries of the District; and

WHEREAS, the Agreement constitutes a covenant which runs with the Property and is binding upon all successors and assigns thereof; and

WHEREAS, on March 13, 2017, the Original Owner sold the Property to the Owner and the Owner became the successor to the Agreement; and

WHEREAS, subsequent to acquisition of the Property from the Original Owner, the Owner changed the name of the development from the Homestead Heights II development to the Country Club Ranchettes Filing No. 1 development (“**CCR#1**”); and

WHEREAS, Paragraph 5 of the Agreement provides that the Property will be developed for approximately 56 single-family residential lots; and

WHEREAS, the Owner now desires to develop the Property for an additional 5 single-family residential lots for a total of 61 single-family residential lots, all of which are located within the original boundaries of the Property as set forth in the Agreement; and

WHEREAS the 5 additional single-family residential lots are each referenced herein as a “**New CCR#1 Lot**,” and, collectively the “**New CCR#1 Lots**”; and

WHEREAS, pursuant to and in accordance with the Agreement, the Original Owner previously conveyed the Water Rights (as defined in the Agreement) to the District, which Water Rights were sufficient for the originally anticipated 56 single-family residential lots but which Water Rights are not sufficient for the New CCR#1 Lots; and

WHEREAS, the Owner, under a separate entity, is the owner of property commonly known as the Country Club Ranchettes Filing No. 2 (the “**CCR#2 Property**”) and is seeking inclusion of the CCR#2 Property into the boundaries of the District pursuant to a separate agreement entitled “**Inclusion Agreement (Country Club Ranchettes, Filing No. 2 Inclusion)**” (the “**CCR#2 Inclusion Agreement**”) to be entered into concurrent with the execution of this Second Amendment; and

WHEREAS, the Owner, through a separate entity, has sufficient Water Rights (as defined in the CCR#2 Inclusion Agreement) to serve the CCR#2 Property and the New CCR#1 Lots (the “**CCR#2 Water Rights**”); and

WHEREAS, the Parties hereto desire to set forth their understanding and agreement with regard to the provision of water necessary to serve the New CCR#1 Lots with the CCR#2 Water Rights to be conveyed by the Owner to the District pursuant to the CCR#2 Inclusion Agreement in this Agreement.

#### COVENANTS AND AGREEMENTS

1. SCOPE OF SECOND AMENDMENT. This Second Amendment shall apply only to the New CCR#1 Lots and shall not apply to any other single-family residential lots located within the Property. All terms and conditions set forth in the Agreement as they relate to the Property, exclusive of the New CCR#1 Lots shall remain in full force and effect and shall not be modified or affected by this Second Amendment. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect as they relate to the New CCR#1 Lots. In the event any provisions contained herein conflict with those set forth in the Agreement, the provisions set forth in this Second Amendment shall control. This Second Amendment shall become effective on the date that the conditions precedent set forth in paragraph 2 below are satisfied (the “**Effective Date**”).

2. CONDITIONS PRECEDENT. The Parties hereto acknowledge and agree that water service shall not be provided to the New CCR#1 Lots unless and until the following conditions precedent are fully satisfied:

- a. Full execution of the CCR#2 Inclusion Agreement by the Owner and the District.
- b. Conveyance and adjudication of the CCR#2 Water Rights as required by Paragraph 6 of the CCR#2 Inclusion Agreement.
- c. The Owner’s receipt of final approval by the Adams County Board of County Commissioners of an amended plat for Country Club Ranchettes Filing No. 1 (including satisfaction of any and all conditions necessary for such approval) which depicts the New CCR#1 Lots.

- d. Identification through legal description and map of the New CCR#1 Lots and inclusion of such legal description and map as **Exhibit A** to be attached to this Second Amendment.
- e. Owner is the sole fee owner of the New CCR#1 Lots on the Effective Date. Compliance with all other requirements of the Agreement.

3. WATER SERVICE. Until the Effective Date, all of the original 56 lots comprising CCR#1 shall receive water service pursuant to the terms and conditions of the Agreement. On and after the Effective Date, notwithstanding anything to the contrary set forth in the CCR#2 Inclusion Agreement, the original 56 lots comprising CCR#1 plus the New CCR#1 Lots shall receive water service pursuant to the terms and conditions of the Agreement. All fees, rates, tolls, penalties and charges related to the water service shall be pursuant to the Agreement and the District's Rules and Regulations, as may be amended from time to time.

4. WATER USAGE LIMITATIONS. The following water usage limitations shall, as of the Effective Date, be binding on each of the New CCR#1 Lots receiving water under this Second Amendment:

- a. In-house uses limited to within only one (1) single family residence per lot;
- b. Irrigation of lawn and garden not-to-exceed three thousand two hundred (3,200) square feet per lot; and
- c. No Livestock use (such as horses, cattle, sheep, etc., and which limitation shall not include domesticated animals).

The water usage limitations set forth herein are an express condition of the District's ability and obligation to provide water service to the New CCR#1 Lots. As such, failure by the offending New CCR#1 Lot owner to strictly abide by the water usage limitations set forth herein shall result in: 1) water immediately being shut off to the offending property(ies) by the District with the applicable fees therefor being charged to the offending property owner, which fees constitute a lien on the offending property(ies), in the amounts set forth in the District's then-current Rules and Regulations; and 2) imposition of a penalty fee charged to the offending property owner, which fee constitutes a lien on the offending property(ies), in the amount established by the District for the unauthorized tampering with District system as set forth in the District's then-current Rules and Regulations; and 3) all administrative costs incurred by the District with respect to enforcement of the water use limitations and violations thereof to be charged to the offending New CCR#1 Lot owner, which amounts constitute a lien on the offending property(ies) until paid in full. Water service will not be restored to the offending property(ies) unless and until the offending property owner cures the water usage violation and all fees and penalties imposed by the District therefor, including any and all fees, rates, tolls, penalties, and charges imposed for collection of such fees and penalties, have been paid in full by the owner of the offending property(ies). The water usage limitations and covenants set forth herein shall, on the Effective Date, constitute a covenant which runs with the New CCR#1 Lots and be binding on all successors and assigns thereof. Upon sale of a New CCR#1 Lot to a subsequent buyer, the current owner of the New CCR#1 Lot to be sold shall provide the buyer(s) with written notice, which notice shall be

acknowledged in writing by the buyer(s) at closing for the sale of that CCR#1 Lot, of the Water Use Limitations contained herein.

5. WILL SERVE LETTER. Upon request by Adams County, the District will provide a “will serve letter” to Adams County stating that the District will provide water service for the New CCR#1 Lots. Such service will be in accordance with the District’s Rules and Regulations after inclusion of the CCR #2 Property into the District and Owner’s conveyance of the CCR#2 Water Rights to the District.

6. DEFINED TERMS. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

7. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement, as amended, shall remain in full force and effect.

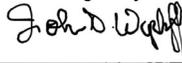
8. RECORDING. On the Effective Date, this Second Amendment shall be recorded in the real property records of the Adams County Clerk and Recorder’s Office. This Second Amendment shall not be earlier recorded.

9. COUNTERPART EXECUTION. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank].*

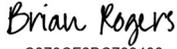
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GREATROCK NORTH WATER AND  
SANITATION DISTRICT

DocuSigned by:  


BF95E2FB09141F...  
\_\_\_\_\_  
John D. Wycoff, President

ATTEST:

DocuSigned by:  


C378CF28C793403...  
\_\_\_\_\_

*District's Signature Page to Second Amendment to Inclusion Agreement (Homestead Heights II  
Inclusion)*

COUNTRY CLUB RANCHETTES, LLC, a  
Colorado limited liability company

J. Scolnick  
Jay Scolnick, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August 2023, by Jay Scolnick as Manager of Country Club Ranchettes, LLC, a Colorado limited liability company.

Witness my hand and official seal.

L. Furlong  
Notary Public

My commission expires: 6/19/25

LINORA C FURLONG  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974010195  
MY COMMISSION EXPIRES JUNE 19, 2025

*Owner's Signature Page to Second Amendment to Inclusion Agreement (Homestead Heights II Inclusion)*

EXHIBIT A /  
The CCR#1 Lots

[To be added pursuant to Section 2.d. of the Second Amendment]

**Certificate Of Completion**

Envelope Id: 76820C7B53F94B6AB1E4DF2D0C7058C8	Status: Completed
Subject: Complete with DocuSign: Greatrock North WSD - AGMT - Homestead Heights Inclusion 2nd Amendment	
Client Name: Greatrock North WSD	
Client Number: A179912-OS00-2023	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 67.176.12.84

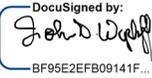
**Record Tracking**

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
8/2/2023 10:15:29 AM	Cindy.Jenkins@claconnect.com	

**Signer Events**

John D. Wyckoff  
 johndwyckoff@aol.com  
 President  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 BF95E2EFB09141F...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 174.16.225.183  
 Signed using mobile

**Timestamp**

Sent: 8/2/2023 10:22:01 AM  
 Viewed: 8/2/2023 10:28:50 AM  
 Signed: 8/2/2023 10:29:12 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/31/2022 4:22:26 PM  
 ID: b3254546-b9df-48c0-8295-da9ea3723898

Brian Rogers  
 brian@rogershvac.com  
 Corporate Secretary  
 Rogers & Sons, Inc.  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 C370CF2BC783493...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.234.210.139

Sent: 8/2/2023 10:29:14 AM  
 Viewed: 8/2/2023 10:38:02 AM  
 Signed: 8/2/2023 10:38:27 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/2/2023 10:38:02 AM  
 ID: 818bd24d-5b4a-403d-b9d7-36972d06100b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	8/2/2023 10:22:01 AM
Certified Delivered	Security Checked	8/2/2023 10:38:02 AM
Signing Complete	Security Checked	8/2/2023 10:38:27 AM
Completed	Security Checked	8/2/2023 10:38:27 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
---------------------------------------------------

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact CliftonLarsonAllen LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com)

#### **To advise CliftonLarsonAllen LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from CliftonLarsonAllen LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with CliftonLarsonAllen LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [BusinessTechnology@CLAconnect.com](mailto:BusinessTechnology@CLAconnect.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



Your Touchstone Energy® Cooperative 

December 15, 2023

Julie Rentz  
Manhard Consulting

Dear Ms. Rentz:

United Power is the provider of electric service in the Country Club Ranchettes Filing 1 development. There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested.

We look forward to this opportunity to provide electric service. If you have any questions, please give me a call at 720-685-5623.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Rodriguez".

Jennifer Rodriguez  
Project Coordinator

JDR:ms



## WILL SERVE LETTER

January 4, 2024

Julie Rentz  
Manhard Consulting  
7600 East Orchard Road, Suite 150-N,  
Greenwood Village, CO 80111

Re: 30300 162nd Avenue; Lot 45; 0156702305004, 30375 162nd Avenue; Lot 12; 0156702304011  
30400 162nd Avenue; Lot 46; 0156702304012, 30385 161st Avenue; Lot 47; 0156702304013, and  
30300 162nd Avenue; Lot 45; 0156702305004, Brighton, Colorado

Dear Julie,

This letter is to confirm that Xcel Energy is your utility provider for natural gas. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas facilities can be made available to serve the project at Country Club Ranchettes Filing No. 1, Brighton, Colorado. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Xcel Energy's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received*** (Residential Service Laterals if applicable)
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction*** - the site ready information can be found on our website at may be viewed at [Construction and Inspection | Xcel Energy](#).

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at [xcelenergy.com/InstallAndConnect](#).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Jeremy D Hutaff  
Xcel Energy Designer  
303-425-3823

Mailing address: Xcel Energy  
5460 W 60th Ave  
Arvada, CO 80003



# TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

# ORIGINAL

## Certificate Of Taxes Due

Account Number R0205111

Parcel 0156702304011

Assessed To

COUNTRY CLUB RANCHETTES LLC  
1635 E LAYTON DR  
ENGLEWOOD, CO 80113-7000

Certificate Number 2023-238674

Order Number

Vendor ID Counter

**Legal Description**

COUNTRY CLUB RANCHETTES SUBD FLG NO 1 LOT 47

**Situs Address**

30385 E 161ST AVE

Year	Tax	Interest	Fees	Payments	Balance
2022	\$599.78	\$0.00	\$0.00	(\$599.78)	\$0.00
<b>Total Tax Charge</b>					\$0.00
<b>Grand Total Due as of 12/11/2023</b>					\$0.00

Tax Billed at 2022 Rates for Tax Area 254 - 254

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$14.32	VACANT	\$13,647	\$3,960
FIRE DISTRICT 6 - GREATER B	15.3200000	\$60.67	RESIDENTIAL		
ADAMS COUNTY	26.9670000	\$106.79	Total	\$13,647	\$3,960
SD 27	56.2900000	\$222.90			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.40			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$3.56			
GREATROCK NORTH WATER AND S	48.2680000	\$191.14			
Taxes Billed 2022	151.4600000	\$599.78			

\* Credit Levy

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,

Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601





# TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

## Certificate Of Taxes Due

**ORIGINAL**

Account Number R0205090

Parcel 0156702301027

Assessed To

COUNTRY CLUB RANCHETTES LLC  
1635 E LAYTON DR  
ENGLEWOOD, CO 80113-7000

Certificate Number 2023-238682

Order Number

Vendor ID Counter

**Legal Description**

COUNTRY CLUB RANCHETTES SUBD FLG NO 1 LOT 12

**Situs Address**

30375 E 162ND AVE

Year	Tax	Interest	Fees	Payments	Balance
2022	\$599.78	\$0.00	\$0.00	(\$599.78)	\$0.00
<b>Total Tax Charge</b>					\$0.00
<b>Grand Total Due as of 12/11/2023</b>					\$0.00

Tax Billed at 2022 Rates for Tax Area 254 - 254

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$14.32	VACANT	\$13,647	\$3,960
FIRE DISTRICT 6 - GREATER B	15.3200000	\$60.67	RESIDENTIAL		
ADAMS COUNTY	26.9670000	\$106.79	Total	\$13,647	\$3,960
SD 27	56.2900000	\$222.90			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.40			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$3.56			
GREATROCK NORTH WATER AND S	48.2680000	\$191.14			
Taxes Billed 2022	151.4600000	\$599.78			

\* Credit Levy

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

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I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,

Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601





TREASURER & PUBLIC TRUSTEE  
ADAMS COUNTY, COLORADO

ORIGINAL

Certificate Of Taxes Due

Account Number R0205113

Parcel 0156702304013

Assessed To

COUNTRY CLUB RANCHETTES LLC  
1635 E LAYTON DR  
ENGLEWOOD, CO 80113-7000

Certificate Number 2023-238673

Order Number

Vendor ID Counter

Legal Description

COUNTRY CLUB RANCHETTES SUBD FLG NO 1 LOT 45

Situs Address

30300 E 162ND AVE

Year	Tax	Interest	Fees	Payments	Balance
2022	\$599.78	\$0.00	\$0.00	(\$599.78)	\$0.00
<b>Total Tax Charge</b>					\$0.00
<b>Grand Total Due as of 12/11/2023</b>					\$0.00

Tax Billed at 2022 Rates for Tax Area 254 - 254

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$14.32	VACANT	\$13,647	\$3,960
FIRE DISTRICT 6 - GREATER B	15.3200000	\$60.67	RESIDENTIAL		
ADAMS COUNTY	26.9670000	\$106.79	Total	\$13,647	\$3,960
SD 27	56.2900000	\$222.90			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.40			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$3.56			
GREATROCK NORTH WATER AND S	48.2680000	\$191.14			
Taxes Billed 2022	151.4600000	\$599.78			

\* Credit Levy

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,

Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601

*Alexander L Villagran*





TREASURER & PUBLIC TRUSTEE  
ADAMS COUNTY, COLORADO

ORIGINAL

Certificate Of Taxes Due

Account Number R0205112

Parcel 0156702304012

Assessed To

COUNTRY CLUB RANCHETTES LLC  
1635 E LAYTON DR  
ENGLEWOOD, CO 80113-7000

Certificate Number 2023-238672

Order Number

Vendor ID Counter

Legal Description

COUNTRY CLUB RANCHETTES SUBD FLG NO 1 LOT 46

Situs Address

30400 E 162ND AVE

Year	Tax	Interest	Fees	Payments	Balance
2022	\$599.78	\$0.00	\$0.00	(\$599.78)	\$0.00
<b>Total Tax Charge</b>					\$0.00
<b>Grand Total Due as of 12/11/2023</b>					\$0.00

Tax Billed at 2022 Rates for Tax Area 254 - 254

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$14.32	VACANT	\$13,647	\$3,960
FIRE DISTRICT 6 - GREATER B	15.3200000	\$60.67	RESIDENTIAL		
ADAMS COUNTY	26.9670000	\$106.79	Total	\$13,647	\$3,960
SD 27	56.2900000	\$222.90			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.40			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$3.56			
GREATROCK NORTH WATER AND S	48.2680000	\$191.14			
Taxes Billed 2022	151.4600000	\$599.78			

\* Credit Levy

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,

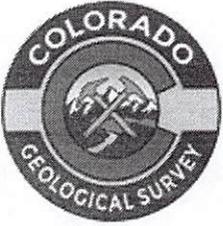
Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601

*Alexander L Villagran*





SCANNED

### Colorado Geological Survey Payment Portal

Receipt Number: 804828

Colorado Geological Survey

Current Date: 12/09/2023

Description	Amount	Tax
Pre-Pay the Colorado Geological Survey Land Use Review Fee Applicant's Address (line 1): 1635 East Layton Dr Applicant's City: Englewood County of Project: Adams Applicant's Email: JSCOL@PCHOMESLTD.COM Applicant's Name: Jay B Scolnick Applicant's Phone: 3033323785 Must select project size to calculate a price: Very Small Residential Subdivision - Project Name: Country Club Ranchettes #1 Applicant's State: CO Applicant's Zip Code: 80113 Pre-Pay the Colorado Geological Survey Land Use Review Fee		\$600.00
<b>Total</b>	<b>\$600.00</b>	

Payments Received	Amount
CC Visa XXXXXXXXXXXXX7902 Authorization # 05922I	\$600.00
<b>Total</b>	<b>\$600.00</b>

Thank you for the payment.



**27J Schools**

Kerrie Monti – Planning Manager  
1850 Egbert Street, Suite 140, Brighton, CO 80601  
Superintendent Chris Fiedler, Ed.D.

**27J Schools Board of Education**  
Greg Piotraschke, President  
Lloyd Worth, Vice President  
Ashley Conn, Director  
Tom Green, Director  
Mandy Thomas, Director  
Leon Thornton, Director  
Mary Vigil, Director

DATE: December 12, 2023

**SUBDIVISION NAME: Country Club Ranchettes**

LOCATION: NE corner of 160<sup>th</sup> Avenue and Hayesmount Road

**A. STUDENT GENERATION (see attached Table 1 for methodology)**

Dwelling Units	Students
4 SFD	3.1

(Any discrepancy due to rounding)

**B. LAND DEDICATION/CASH-IN-LIEU REQUIREMENTS (See attached Table 1 for methodology)**

The land dedication requirement is currently 0.0806 acres (or \$1,101.16) cash in lieu of land dedication).

**C. SCHOOL ATTENDANCE AREA**

Students from this proposed development will currently attend:

- Padilla ES – 5505 Longs Peak St, Brighton
- Overland Trail MS – 455 N 19<sup>th</sup> Avenue, Brighton
- Brighton HS – 270 S 8<sup>th</sup> Avenue, Brighton

Each of these schools has adequate capacity for the proposed students.

**D. CAPITAL FACILITY FEE FOUNDATION (see attached Table 2 for methodology)**

The Capital Facility Fee Foundation is a unique public/private nonprofit organization founded in January 2001 to help fund school expansion or new school construction. This program has been developed in partnership with each of the municipalities in the District, developer and builder representatives, and School District 27J. Funding is provided by builders and developers who have agreed to contribute per residential dwelling unit based on the current fee structure.

The current fees negotiated for this program are as follows: \$980 per single family residential unit and \$560 per multi-family unit.

**SCHOOL DISTRICT PLANNING COMMENTS AND RECOMMENDATIONS:**

- 1. The District requests cash in lieu of land dedication to be paid prior to construction.**
- 2. Prior to the approval of the final subdivision plat, we recommend that the developer enter into an agreement with the Capital Facility Fee Foundation to mitigate the impact of this development on District school facilities. Given the four additional residential dwelling units, the tax-deductible capital facility fees are projected to be \$3,920. CFFF fees may be paid in a lump sum or as permits are pulled. The developer is welcome to assign the agreement to builders as they purchase lots.**

We appreciate your continuing cooperation and the opportunity to comment upon issues of interest to both the City and the School District. We look forward to receiving updated referrals on this subdivision. Please let me know if you have questions about these comments.

Sincerely,

*Kerrie Monti*

Kerrie Monti  
Planning Manager

Attachment

<b>Country Club Ranchettes</b>
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**Adams County Student Generation and Facilities Requirements**

Dwelling Unit Type	Number of DUs	Population Rate	Population Generated	Student Generation Rate	Number of Students	Land Area Required per Student	Number of Acres	Land Value per Acre Zone A-1	Total School District Fee	School District Fee per DU
SFD	4	3.278	13.112	0.775	3.1	0.026	0.0806	\$13,662	\$1,101.16	
SFA		2.533	0	0.364	0	0.026	0	\$13,662	\$0.00	
TH/C		2.216	0	0.303	0	0.026	0	\$13,662	\$0.00	
Apartment		2.007	0	0.195	0	0.026	0	\$13,662	\$0.00	
Mobile Home		2.803	0	0.512	0	0.026	0	\$13,662	\$0.00	
<b>Total</b>	<b>4</b>		<b>13.112</b>		<b>3.1</b>		<b>0.0806</b>		<b>\$1,101.16</b>	\$275.29

Land Dedication Provided	0
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