



**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
Phone: (303)876-1164 Fax: (877)235-9185

**DATE:** June 15, 2017  
**FILE NUMBER:** NCS-738885-CO  
**PROPERTY ADDRESS:** Kings Point Filing 1, CO  
**OWNER/BUYER:** /  
**YOUR REFERENCE NUMBER:** Kings Point Filing 1  
**ASSESSOR PARCEL NUMBER:**

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.:**

**Schedule A:**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

<b>TO:</b>	<b>First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, CO 80202</b>	<b>TITLE OFFICER:</b>	<b>Karen Biggs</b>
		<b>PHONE:</b>	<b>(303)876-1164</b>
		<b>FAX:</b>	<b>(877)235-9185</b>
		<b>E-MAIL:</b>	<b>kbiggs@firstam.com</b>
		<b>DELIVERY:</b>	<b>E-MAIL</b>

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<b>TO:</b>	<b>First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, CO 80202</b>	<b>ESCROW OFFICER:</b>	<b>Sonya Bailey</b>
		<b>PHONE:</b>	<b>(303)876-1112</b>
		<b>FAX:</b>	<b>(877)235-9185</b>
		<b>E-MAIL:</b>	<b>sonya@firstam.com</b>
		<b>DELIVERY:</b>	<b>E-MAIL</b>

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<b>To:</b>	<b>Castle Rock Development 3033 E 1st Ave Ste 410 Denver, CO 80206</b>	<b>ATTN:</b>	<b>Stephanie McCandless</b>
		<b>PHONE:</b>	<b>(303)394-5521</b>
		<b>MOBILE:</b>	<b>(303)870-5115</b>
		<b>FAX:</b>	<b>(303)394-5508</b>
		<b>E-MAIL:</b>	
		<b>DELIVERY:</b>	<b>E-MAIL</b>

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**To:**       **First American Title Insurance  
Company National Commercial  
Services**  
1125 17th Street, Suite 500  
Denver, CO 80202

**ATTN:**       **Beverly M. Carlson**  
  
**PHONE:**     **(303)876-1138**  
**MOBILE:**   **(720)775-8892**  
**FAX:**       **(877)235-9185**  
**E-MAIL:**    **bevcarlson@firstam.com**  
**DELIVERY:** **E-MAIL**

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

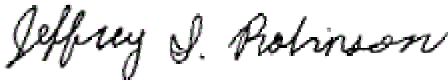
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: June 6, 2017 at 5:00 p.m.

a. ALTA Owner's Policy (06-17-06) \$0.00

Proposed Insured:  
None

b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:  
None

2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

Kingspoint Limited Liability Company, a Wyoming limited liability company, formerly known as  
The Meadows Limited Liability Company, a Wyoming limited liability company

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

**See Exhibit "A" attached hereto and made a part hereof**

For informational purposes only: Kings Point Filing 1

**EXHIBIT A**

Commitment No.: NCS-738885-CO

The land referred to in Schedule A is situated in the County of Arapahoe, State of Colorado and is described as follows:

A part of Sections 33 and 34, Township 5 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of the Southeast Quarter of said Section 33;  
Thence North 89 degrees 34 minutes 42 seconds East along the North line of the Southeast Quarter of said Section 33 a distance of 2631.52 feet to the West Quarter corner of said Section 34;  
Thence North 89 degrees 35 minutes 50 seconds East along the North line of the Southwest Quarter of said Section 34 a distance of 2661.35 feet to the Northwest corner of the Southeast Quarter of said Section 34;  
Thence North 89 degrees 36 minutes 13 seconds East along the North line of the Southeast Quarter of said section 34 a distance of 2127.50 feet;  
Thence North 88 degrees 25 minutes 33 seconds East 25.03 feet;  
Thence South 04 degrees 19 minutes 21 seconds East, 136.69 feet;  
Thence South 49 degrees 19 minutes 21 seconds East, 51.19 feet;  
Thence South 80 degrees 34 minutes 31 seconds East, 189.48 feet;  
Thence South 09 degrees 25 minutes 29 seconds West, 42.20 feet to a point of curve;  
Thence along said curve to the left whose chord bears South 03 degrees 24 minutes 38 seconds East a distance of 214.15 feet, said curve having a central angle of 25 degrees 40 minutes 12 seconds, a radius of 482.00 feet, an arc length of 215.95 feet;  
Thence South 16 degrees 14 minutes 44 seconds East, 47.11 feet;  
Thence South 21 degrees 49 minutes 40 seconds West, 31.49 feet to a point on a curve;  
Thence along said curve to the left whose chord bears South 57 degrees 09 minutes 25 seconds West a distance of 31.49 feet, said curve having a central angle of 03 degrees 21 minutes 35 seconds, a radius of 537.00 feet, an arc length of 31.49 feet;  
Thence South 55 degrees 28 minutes 37 seconds West along said tangent a distance of 101.25 feet to a point of curve;  
Thence along said curve to the right whose chord bears South 60 degrees 54 minutes 32 seconds West a distance of 87.66 feet, said curve having a central angle of 10 degrees 51 minutes 49 seconds, a radius of 463.00 feet, an arc length of 87.79 feet;  
Thence South 66 degrees 20 minutes 26 seconds West, 42.09 feet;  
Thence South 23 degrees 46 minutes 59 seconds East 86.01 feet;  
Thence South 59 degrees 17 minutes 39 seconds East, 24.00 feet;  
Thence North 74 degrees 28 minutes 49 seconds East, 40.00 feet;  
Thence South 16 degrees 19 minutes 10 seconds East, 61.00 feet;  
Thence North 72 degrees 31 minutes 43 seconds East, 173.23 feet;  
Thence South 58 degrees 56 minutes 08 seconds East, 41.89 feet;  
Thence North 80 degrees 40 minutes 12 seconds East, 11.76 feet;  
Thence South 62 degrees 06 minutes 45 seconds East, 170.48 feet;  
Thence South 00 degrees 04 minutes 38 seconds East a distance of 238.75 feet to a point on a curve non-tangent on the North right-of-way line of E-470;  
Thence along said North right-of-way line the following five (5) courses:

1. Thence along said curve to the right whose chord bears South 64 degrees 27 minutes 00 seconds West a distance of 433.00 feet, said curve having a central angle of 11 degrees 36 minutes 10 seconds, a radius of 2141.83 feet, an arc length of 433.74 feet to a point of tangent;
2. Thence South 70 degrees 15 minutes 05 seconds West along said tangent a distance of 95.13 feet;
3. Thence South 74 degrees 00 minutes 05 seconds West a distance of 1352.59 feet;
4. Thence South 71 degrees 45 minutes 05 seconds West a distance of 102.96 feet to a point of curve;
5. Thence along said curve to the left whose chord bears South 58 degrees 31 minutes 38 seconds West a distance of 1816.23 feet, said curve having a central angle of 26 degrees 26 minutes 54 seconds, a radius of 3969.72 feet, an arc length of 1832.46 feet to the South line of the Southwest Quarter of said

Section 34;

Thence South 89 degrees 38 minutes 25 seconds West along the South line of the Southwest Quarter of said Section 34 a distance of 1891.72 feet to the Southeast corner of said Section 33;

Thence South 89 degrees 35 minutes 36 seconds West along the South line of the Southeast Quarter of said Section 33 a distance of 2636.79 feet to the South Quarter corner of said Section 33;

Thence South 89 degrees 35 minutes 33 seconds West along the South line of the Southeast Quarter of the Southwest Quarter of said Section 33 a distance of 465.26 feet to the easterly right-of-way line of State Highway 83;

Thence along said easterly right-of-way line the following three (3) courses:

1. Thence North 28 degrees 10 minutes 15 seconds West a distance of 1163.29 feet;
2. Thence North 31 degrees 58 minutes 54 seconds West a distance of 150.16 feet;
3. Thence North 28 degrees 04 minutes 39 seconds West a distance of 181.76 feet to the Southwest corner of Kragelund acres, a subdivision recorded in Plat Book 11 at Page 41 of the Arapahoe County records;

Thence along the boundary of said Kragelund acres the following two (2) courses:

1. Thence North 89 degrees 31 minutes 11 seconds East a distance of 1188.66 feet;
2. Thence North 00 degrees 23 minutes 11 seconds East a distance of 1318.92 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION ONE****REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT**

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Water rights, claims or title to water, whether or not shown by the public records.
7. Reservations made by the Union Pacific Railway Company in deed recorded July 18, 1885 in Book A61 at Page 536, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

NOTE: Quitclaim Deed in connection therewith recorded April 16, 1971 in Book 1920 at Page 247.

NOTE: Release and Quitclaim Deed in connection therewith recorded November 23, 1998 at Reception No. A8189797.

8. Mineral reservations as contained in Deed recorded July 18, 1895 in Book 254 at Page 463.
9. An easement for electric distribution lines and incidental purposes granted to Colorado Central Power Company, as set forth in an instrument recorded February 23, 1961 in Book 1243 at Page 242.



10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Contract recorded February 14, 1966 in Book 1649 at Page 25.

NOTE: Agreement and Partial Release in connection therewith recorded January 31, 1985 in Book 4360 at Page 267.

NOTE: Non-Fee Property Assignment and Conveyance Agreement in connection therewith recorded December 3, 2013 at Reception No. D3144633.

11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Contract recorded May 24, 1966 in Book 1667 at Page 39.

NOTE: Non-Fee Property Assignment and Conveyance Agreement in connection therewith recorded December 3, 2013 at Reception No. D3144633.

12. An easement for communication and other facilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded January 4, 1980 in Book 3147 at Page 539.

13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 5, 1988 in Book 5426 at Page 649.

14. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of King's Point Initial Zoning/General Development Plan, recorded March 24, 1989 at Reception No. 3071006.

15. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law and Ruling of the Referee recorded February 10, 1999 at Reception No. A9024021.

16. Terms, conditions, provisions, obligations, easements, agreements and each and every right of access of the grantor to and from properties taken in Case No. 95-CV-2296, Division 3 as set forth in the Rule and Order recorded October 13, 1999 at Reception No. A9166936.

17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Kings Point Metropolitan District No. 2, as evidenced by instrument recorded December 10, 2001 at Reception No. B1213012.

18. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded February 8, 2002 at Reception No. B2026943.

19. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded March 6, 2002 at Reception No. B2043203.

NOTE: Certificate of Compliance in connection therewith recorded June 10, 2002 at Reception No. B2106567.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Agreement recorded March 21, 2002 at Reception No. B2052587.

21. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded April 9, 2002 at Reception No. B2065790.

22. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 2002-16, an ordinance relating to zoning recorded April 22, 2002 at Reception No. B2073817.

23. Easements, notes, covenants, restrictions and rights-of-way as shown on the Kings Point Framework Development Plan, recorded April 26, 2002 at Reception No. B2077618.
24. Request for Notification of Surface Development recorded May 16, 2002 at Reception No. B2090973.
25. An easement for electric transmission and/or distribution lines and incidental purposes granted to The Intermountain Rural Electric Association, as set forth in an instrument recorded December 6, 2004 at Reception No. B4209787.
26. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Ruling of the Referee recorded June 6, 2005 at Reception No. B5081878.
27. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of Kings Point Metropolitan District No. 2 regarding the imposition of facility fees recorded September 21, 2005 at Reception No. B5142460.
28. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Kings Point Filing No. 1 Contextual Site Plan with Waivers, recorded August 8, 2008 at Reception No. B8090419.
29. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Kings Point Pumping Station and Reservoir Site Plan, recorded November 24, 2008 at Reception No. B8129635.
30. Terms, conditions, provisions, easements and agreements of non-exclusive easement as set forth in the Warranty Deed recorded August 20, 1981 in Book 3507 at Page 449.
31. Existing leases and tenancies.

**EXHIBIT B**  
**Statement of Charges**

Commitment	\$
Tax Certification	\$

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**