



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **ABD70638801.1-2**

Date: **04/28/2021**

Property Address: **MILLER'S LANDING, CASTLE ROCK, CO**

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

For Closing Assistance

For Title Assistance

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

Seller/Owner

P3 ADVISORS LLC
Attention: SHAWN TEMPLE
115 WILCOX SUITE 200
CASTLE ROCK, CO 80104
(708) 805-9474 (Cell)
(312) 521-5843 (Work)
shawn@p3advisorsllc.com
Delivered via: Electronic Mail

Surveyor

NORRIS DESIGN
Attention: ALISHA HAMMETT
1101 BANNOCK ST
DENVER, CO 80204
(970) 485-4478 (Work)
ahammett@norris-design.com
Delivered via: Electronic Mail

Seller/Owner

P3 ADVISORS LLC
Attention: JILL GRABILL
115 WILCOX SUITE 200
CASTLE ROCK, CO 80104
(303) 487-1020 (Work)
jill@p3advisorsllc.com
Delivered via: Electronic Mail

LTGC Account Representative

LAND TITLE GUARANTEE COMPANY
Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **ABD70638801.1-2** Date: **04/28/2021**
Property Address: **MILLER'S LANDING, CASTLE ROCK, CO**
Parties: **A BUYER TO BE DETERMINED**
CCD MILLER'S LANDING LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	TBD
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Douglas county recorded 08/31/2017 under reception no. 59525](#)

[Douglas county recorded 08/31/2017 under reception no. 59524](#)

[Douglas county recorded 08/31/2017 under reception no. 59518](#)

Plat Map(s):

[Douglas county recorded 03/27/1987 under reception no. 8708767 at book C page 152](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70638801.1-2

Property Address:

MILLER'S LANDING, CASTLE ROCK, CO

1. Effective Date:

04/20/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate
Proposed Insured:
A BUYER TO BE DETERMINED

TBD

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

A Fee Simple

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

CCD MILLER'S LANDING LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

PARCEL ONE:

LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO, LESS AND EXCEPT THE FOLLOWING PARCEL WHICH WAS RELEASED BY PARTIAL RELEASE RECORDED NOVEMBER 12, 2008 AT RECEPTION NO. [2008075749](#) AND WHICH WAS CONVEYED TO THE TOWN OF CASTLE ROCK BY WARRANTY DEED RECORDED NOVEMBER 7, 2008 UNDER RECEPTION NO. [2008075142](#):

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 7, CITADEL STATION FILING NO. 6, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 10, A 3 1/2" ALUMINUM CAP (LS 12046) ALSO BEING THE TRUE POINT OF BEGINNING;

1. THENCE SOUTH 89°27'29" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 1,303.43 FEET;

2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 263.73 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 17°28'53", AND A LONG CHORD THAT BEARS NORTH 80°43'05" WEST A DISTANCE OF 262.74 FEET;

3. THENCE NORTH 89°27'31" WEST A DISTANCE OF 548.00 FEET:

4. THENCE ON THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 655.56 FEET, SAID CURVE HAS A RADIUS OF 500.50 FEET, A CENTRAL ANGLE OF 75°02'48", AND A LONG CHORD THAT BEARS NORTH 51°56'07" WEST A DISTANCE OF 609.69 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTLOT B OF SAID CITADEL STATION FILING NO. 6;

5. THENCE ALONG SAID LINE SOUTH 70°14'23" WEST A DISTANCE OF 21.53 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION;

6. THENCE ALONG SAID LINE SOUTH 00°35'37" EAST A DISTANCE OF 403.88 FEET TO THE TRUE POINT OF BEGINNING,
COUNTY OF DOUGLAS, STATE OF COLORADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD70638801.1-2

PARCEL TWO:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN DOUGLAS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 10, A 2 1/2" ALUMINUM CAP (LS 6935), THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, NORTH 89°27'29" WEST, A DISTANCE OF 587.50 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE ALONG SAID NORTH 89°27'29" WEST, A DISTANCE OF 725.68 FEET;
2. THENCE ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 214.59 FEET, SAID CURVE HAS A RADIUS OF 864.50 FEET, A CENTRAL ANGLE OF 14°13'19", AND A DISTANCE OF 214.04 FEET;
3. THENCE NORTH 32°14'41" EAST, A DISTANCE OF 6.00 FEET;
4. THENCE SOUTH 57°45'19" EAST, A DISTANCE OF 380.82 FEET;
5. THENCE NORTH 83°29'12" EAST, A DISTANCE OF 33.31 FEET;
6. THENCE NORTH 32°14'41" EAST, A DISTANCE OF 274.89 FEET;
7. THENCE ON THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 53.16 FEET TO THE TRUE POINT OF BEGINNING, SAID CURVE HAS A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 3°51'20", AND A LONG CHORD THAT BEARS NORTH 30°10'01" EAST, A DISTANCE OF 53.15 FEET;

COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL THREE:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10 AND THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10 BEING MONUMENTED AT THE WEST END AT THE CENTER ONE-QUARTER CORNER BY A 3 1/4" ALUMINUM CAP STAMPED "AZTEC L.S. 36567" AND AT THE EAST END OF THE EAST ONE-QUARTER CORNER OF SECTION 10 BY A 2" GALVANIZED PIPE MONUMENT STAMPED "L.S. 6935", WITH THE LINE CONSIDERED TO BEAR SOUTH 89°27'29" EAST.

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE SOUTH 89°46'24" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 11, A DISTANCE OF 572.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE BNSF RAILWAY;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE:

1. SOUTH 01°56'51" EAST, A DISTANCE OF 173.55 FEET TO A POINT ON A NON-TANGENT CURVE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 88°03'08" WEST, HAVING A RADIUS OF 880.93 FEET, A CENTRAL ANGLE OF 37°31'24", A DISTANCE OF 576.92 FEET TO A POINT OF TANGENCY;
3. SOUTH 35°34'32" WEST, A DISTANCE OF 193.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PLUM CREEK PARKWAY RECORDED AUGUST 5, 2008 AT RECEPTION NO. [2008054850](#);

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70638801.1-2

THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE:

1. NORTH 75°34'21" WEST, A DISTANCE OF 170.82 FEET TO A POINT OF CURVATURE:
2. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 665.50 FEET, A CENTRAL ANGLE OF 11°54'30", A DISTANCE OF 138.32 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 10;
3. CONTINUING ALONG THE ARC OF CURVE TO THE RIGHT, HAVING A RADIUS OF 665.50 FEET, A CENTRAL ANGLE OF 5°54'34", A DISTANCE OF 68.64 FEET TO A POINT ON A RADIAL LINE:
4. NORTH 32°14'42" EAST ALONG A RADIAL LINE, A DISTANCE OF 6.00 FEET;
5. NORTH 57°45'18" WEST, A DISTANCE OF 709.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PRAIRIE HAWK DRIVE RECORDED AUGUST 5, 2008 AT RECEPTION NO. [2008054850](#);

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

1. NORTH 18°59'49" WEST, A DISTANCE OF 32.16 FEET;
2. NORTH 32°14'42" EAST, A DISTANCE OF 275.60 FEET TO A POINT OF CURVATURE:
3. ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 7°46'48", A DISTANCE OF 123.56 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10;

THENCE SOUTH 89°27'29" EAST ALONG THE SAID NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10, A DISTANCE OF 454.26 FEET TO THE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70638801.1-2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

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

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

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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

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

Order Number: ABD70638801.1-2

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED AS RESERVED IN UNITED STATES PATENTS RECORDED FEBRUARY 01, 1892 IN BOOK X AT PAGE [44](#).**
(AFFECTS PARCEL ONE)
- 10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 24, 1893 IN BOOK X AT PAGE [156](#).**
(AFFECTS PARCEL TWO)
- 11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 20, 1894 IN BOOK P AT PAGE [229](#).**

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

Order Number: ABD70638801.1-2

(AFFECTS PARCELS TWO AND THREE)

12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS CONTAINED IN ANNEXATION ORDINANCE NO. 2.24 RECORDED JUNE 08, 1973 IN BOOK 247 AT PAGE [678](#).

(AFFECTS PARCELS TWO AND THREE)

13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 2.28 RECORDED AUGUST 8, 1973 IN BOOK 250 AT PAGE [563](#).

(AFFECTS PARCELS TWO AND THREE)

14. EASEMENTS AND NOTES ON THE RECORDED PLAT OF CITADEL STATION FILING NO. 6 RECORDED MARCH 27, 1987 UNDER RECEPTION NO. [8708767](#).

(AFFECTS PARCEL ONE)

15. 10 FOOT UTILITY EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED JANUARY 28, 1974, IN BOOK 258 AT PAGE [531](#).

(AFFECTS PARCEL THREE)

16. 30 FOOT UTILITY EASEMENT AS SET FORTH IN SANITARY SEWER SERVICES AGREEMENT RECORDED JULY 02, 1986 IN BOOK 650 AT PAGE [303](#).

(AFFECTS PARCEL THREE)

17. CASTLE MEADOWS 1ST MINOR AMENDMENT TO THE PRELIMINARY PD SITE PLAN RECORDED JULY 24, 2008 UNDER RECEPTION NO. [2008051993](#); AND CASTLE MEADOWS INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [2016010573](#).

(AFFECTS PARCEL THREE)

18. 10 FOOT EASEMENT FOR ELECTRICAL UTILITIES GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY INSTRUMENT RECORDED DECEMBER 05, 2008, AT RECEPTION NO. [2008082091](#).

19. 10 FOOT EASEMENT FOR PUBLIC UTILITIES GRANTED TO TOWN OF CASTLE ROCK AS CONTAINED IN EASEMENT AGREEMENT RECORDED DECEMBER 19, 2008 AT RECEPTION NO. [2008085451](#).

20. AN ELECTRICAL EASEMENT AS GRANTED TO THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION BY GENERAL RIGHT-OF-WAY EASEMENT RECORDED MARCH 28, 2012, AT RECEPTION NO. [2012022773](#).

21. 30 FOOT WATER FACILITIES EASEMENT GRANTED TO TOWN OF CASTLE ROCK AS CONTAINED IN EASEMENT AGREEMENT RECORDED AUGUST 09, 2012 AT RECEPTION NO. [2012058507](#).

22. AN EASEMENT AS SET FORTH IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. [2013046523](#).

23. ORDINANCE NO. 2015-58, AMENDING THE TOWN'S ZONE DISTRICT MAP RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [2016010572](#).

24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN CASTLE MEADOWS DEVELOPMENT AGREEMENT RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [2016010574](#).

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

Order Number: ABD70638801.1-2

PARTIAL ASSIGNMENT AND ASSUMPTION OF CASTLE MEADOWS DEVELOPMENT AGREEMENT
RECORDED SEPTEMBER 1, 2017 UNDER RECEPTION NO. [2017059553](#).

25. CONVEYANCE OF WATER RIGHTS TO THE TOWN OF CASTLE ROCK IN DEED RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [2016010576](#).

(ITEMS 19 THROUGH 25 AFFECT ONLY PARCEL THREE)

26. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN ORDINANCE NO. 2016-042, AMENDING THE TOWN'S ZONE DISTRICT MAP APPROVING THE MILLER'S LANDING INTERCHANGE OVERLAY PLANNED DEVELOPMENT ZONING PLAN RECORDED APRIL 18, 2017 UNDER RECEPTION NO. [2017025805](#).

27. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN THE MILLER'S LANDING INTERCHANGE OVERLAY PLANNED DEVELOPMENT PLAN RECORDED APRIL 18, 2017 UNDER RECEPTION NO. [2017025806](#).

28. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS SET FORTH IN MILLER'S LANDING DEVELOPMENT AGREEMENT RECORDED APRIL 18, 2017 UNDER RECEPTION NO. [2017025807](#).

29. QUITCLAIM DEED TO THE TOWN OF CASTLE ROCK FOR WATER RIGHTS TO THE DENVER BASIN GROUND WATER UNDERLYING THE LAND RECORDED APRIL 18, 2017 UNDER RECEPTION NO. [2017025918](#).

(ITEMS 26 THROUGH 29 AFFECT PARCELS ONE AND TWO)

30. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 2016-027, AUTHORIZING THE ORGANIZATION OF THE MILLER'S LANDING BUSINESS IMPROVEMENT DISTRICT RECORDED JULY 11, 2017 UNDER RECEPTION NO. [2017046802](#).

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COST SHARING AGREEMENT REGARDING CASTLE MEADOWS DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 01, 2017 UNDER RECEPTION NO. [2017059629](#).

(ITEMS 30 AND 31 AFFECT ALL PARCELS)

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED AUGUST 28, 2018 UNDER RECEPTION NO. [2018052648](#).

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE MILLER'S LANDING ADD-ON PUBLIC IMPROVEMENTS FEE RECORDED AUGUST 28, 2018 UNDER RECEPTION NO. [2018052649](#).

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE MILLER'S LANDING CREDIT PUBLIC IMPROVEMENT FEE RECORDED AUGUST 28, 2018 UNDER RECEPTION NO. [2018052650](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABD70638801.1-2

35. DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 28, 2018, FROM CCD MILLER'S LANDING LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY, COLORADO FOR THE USE OF COLORADO BROWNFIELDS REVOLVING LOAN FUND TO SECURE THE SUM OF \$2,500,000.00 RECORDED SEPTEMBER 28, 2018 UNDER RECEPTION NO. [2018059298](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

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



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Senior Vice President



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

By



President

Attest



Secretary

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

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