Customer Distribution

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

Order Number: **SC70751075.1-3** Date: **07/29/2024**

Property Address: **6370 AND 6372 PROMENADE PARKWAY, CASTLE ROCK, CO 80108**

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Emily Musselman
3033 EAST FIRST AVENUE,
SUITE 600
DENVER, CO 80206
(303) 331-6266 (Work)
(303) 393-3990 (Work Fax)
emusselman@ltgc.com
Company License: CO44565

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO
80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

LOS DOS POTRILLOS CASTLE ROCK REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY Y
Attention: JOSE LUIS RAMIREZ
7950 SOUTH LINCOLN ST., SUITE 106
LITTLETON, CO 80122
(303) 981-6572 (Work)
jlrlosdos12@gmail.com
daniel.ramirez@losdos-potrillos.com
luis.ramirez@losdos-potrillos.com
Delivered via: Electronic Mail

Estimate of Title Fees

Order Number: SC70751075.1-3 **Date:** 07/29/2024

Property Address: 6370 AND 6372 PROMENADE PARKWAY, CASTLE ROCK, CO 80108

Buyer(s): LOS DOS POTRILLOS CASTLE ROCK REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
"ALTA" Loan Policy 06-17-06	TBD
TOTAL	**TBD**

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

Chain of Title Documents:

Douglas county recorded 06/24/2022 under reception no. 2022044704
Douglas county recorded 06/14/2022 under reception no. 2022041974
Douglas county recorded 06/14/2022 under reception no. 2022041973
Douglas county recorded 01/26/2016 under reception no. 2016004722
Douglas county recorded 08/04/2020 under reception no. 2020071069
Douglas county recorded 08/04/2020 under reception no. 202071068
Douglas county recorded 08/04/2020 under reception no. 202071067

Plat Map(s):

Douglas county recorded 05/27/2016 under reception no. 2016033789
Douglas county recorded 07/31/2020 under reception no. 2020069527
Douglas county recorded 07/31/2020 under reception no. 2020069528
Douglas county recorded 06/09/2022 under reception no. 2022041138

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC70751075.1-3

Property Address:

6370 AND 6372 PROMENADE PARKWAY, CASTLE ROCK, CO 80108

1. **Effective Date:**

   07/22/2024 at 5:00 P.M.

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

   "ALTA" Loan Policy 06-17-06 TBD
   Proposed Insured:
   to be named

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

   A FEE SIMPLE, AS TO PARCEL A,
   (AN EASEMENT INTEREST, AS TO PARCELS B AND C)

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

   LOS DOS POTRILLOS CASTLE ROCK REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A:

LOT 6A-2, BLOCK 1, PROMENADE AT CASTLE ROCK FILING NO. 1, AMENDMENT NO. 24, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS ACROSS ROADS AND SIDEWALKS FOR USE OF COMMON UTILITY FACILITIES AND FOR USE OF THE COMMON AREAS FOR THE PURPOSES DESIGNATED, ALL AS MORE FULLY DEFINED AND DESCRIBED IN PROMENADE AT CASTLE ROCK MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 16, 2015, UNDER RECEPTION NO. **2015024611**, AS AMENDED BY FIRST AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 26, 2015, UNDER RECEPTION NO. **2015077070** AND SECOND AMENDMENT THERETO RECORDED NOVEMBER 19, 2018 UNDER RECEPTION NO. **2018069948**, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS ACROSS ROADS AND SIDEWALKS FOR USE OF COMMON UTILITY FACILITIES AND FOR USE OF THE COMMON AREAS FOR THE PURPOSES DESIGNATED, ALL AS MORE FULLY DEFINED AND DESCRIBED IN BLOCK 1 SHOPPING CENTER, PROMENADE AT CASTLE ROCK DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 22, 2015 UNDER RECEPTION NO. **2015051501**, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 26, 2015 UNDER RECEPTION NO. **2015077071**, AND AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 24, 2016 UNDER RECEPTION NO. **2016010702**, COUNTY OF DOUGLAS, STATE OF COLORADO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC70751075.1-3

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC70751075.1-3

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: SC70751075.1-3

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. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 02, 1883, IN BOOK M AT PAGE 265.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 13, 1894, IN BOOK X AT PAGE 223.
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 AUGUST 03, 1903 IN BOOK 12 AT PAGE 218.
11. EASEMENT GRANTED TO SILVER HEIGHTS MUTUAL WATER AND SEWER CO., FOR WATER AND SEWER LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 02, 1965, IN BOOK 161 AT PAGE 492, EXCEPT AS RELINQUISHED BY DEED RECORDED AUGUST 31, 1992 IN BOOK 1083 AT PAGE 398 AND DEED RECORDED JULY 28, 1993 IN BOOK 1139 AT PAGE 810.
12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE PINES COMMERCIAL METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 25, 1987, IN BOOK 708 AT PAGE 323 AND RECORDED APRIL 16, 1987 IN BOOK 714 AT PAGE 315.

    ORDER OF INCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. 2006076495.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC70751075.1-3

ORDER OF EXCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. **2006076499**.

ORDER FOR EXCLUSION OF PROPERTY RECORDED OCTOBER 22, 2014 UNDER RECEPTION NO. **2014061038**.

13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE PINES COMMERCIAL METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 25, 1987 IN BOOK 708 AT PAGE **334** AND RECORDED APRIL 16, 1987, IN BOOK 714 AT PAGE **326** (AFFECTS PARCELS A AND B).

    ORDER OF EXCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. **2006076496**.

    ORDER OF EXCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. **2006076497**.

    ORDER FOR EXCLUSION OF PROPERTY RECORDED OCTOBER 22, 2014 UNDER RECEPTION NO. **2014061038**.

14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE PINES COMMERCIAL METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 25, 1987, IN BOOK 708 AT PAGE **339** AND RECORDED APRIL 16, 1987 IN BOOK 714 AT PAGE **331**.

    ORDER OF INCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. **2006076498**.

    ORDER OF INCLUSION RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. **2006076500**.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 87-11 RECORDED OCTOBER 08, 1987 IN BOOK 751 AT PAGE **522** AND ORDINANCE NO. 87-11 RECORDED OCTOBER 8, 1987 IN BOOK 751 AT PAGE **536**.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PRELIMINARY P.D. PLAN, CASTLE PINES COMMERCIAL PLANNED UNIT DEVELOPMENT RECORDED OCTOBER 13, 1987 UNDER RECEPTION NO. **8729368** AND AMENDMENT THERETO RECORDED APRIL 24, 1992 UNDER RECEPTION NO. **9213909** AND AMENDMENT RECORDED JULY 14, 1995 UNDER RECEPTION NO. **9531412** AND AMENDMENT RECORDED SEPTEMBER 1, 2000 UNDER RECEPTION NO. **61557**.

17. CONSENT TO APPROPRIATE GROUNDWATER RECORDED OCTOBER 17, 1990 IN BOOK 935 AT PAGE **998**.

18. THE RIGHT TO WITHDRAW AND USE NONTRIBUTARY GROUNDWATER AS CONVEYED TO THE TOWN OF CASTLE ROCK BY DEED RECORDED JULY 14, 1995 IN BOOK 1274 AT PAGE **2082**.

19. THE RIGHT TO WITHDRAW AND USE NONTRIBUTARY GROUNDWATER AS CONVEYED TO THE TOWN OF CASTLE ROCK BY DEED RECORDED JULY 14, 1995 IN BOOK 1274 AT PAGE **2085**.

20. WATER RIGHTS CONVEYED TO THE TOWN OF CASTLE ROCK BY DEED RECORDED NOVEMBER 25, 1997 IN BOOK 1487 AT PAGE **1647**.

21. WATER RIGHTS CONVEYED TO THE TOWN OF CASTLE ROCK BY DEED RECORDED NOVEMBER 25, 1997 IN BOOK 1487 AT PAGE **1650**.

22. WATER RIGHTS AS RESERVED IN DEED RECORDED SEPTEMBER 28, 1998 IN BOOK 1603 AT PAGE **1167**.

23. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. I-25, AS DESCRIBED IN DEED RECORDED SEPTEMBER 28, 1998 IN BOOK 1603 AT PAGE **1167**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC70751075.1-3

24. GROUND WATER RIGHTS CONVEYED TO THE TOWN OF CASTLE ROCK BY THE DEED RECORDED OCTOBER 30, 1998 IN BOOK 1618 AT PAGE **373**.
25. GROUND WATER RIGHTS CONVEYED TO THE TOWN OF CASTLE ROCK BY THE DEEDS RECORDED OCTOBER 30, 1998 IN BOOK 1618 AT PAGES **393** AND **398**.
26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PROMENADE AT CASTLE ROCK METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 20, 2015 UNDER RECEPTION NO. **2015017614**.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT SLOPE EASEMENT AGREEMENT RECORDED JUNE 18, 2014 UNDER RECEPTION NO. **2014032304**.
28. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. I-25, AS RELINQUISHED IN INSTRUMENT RECORDED JUNE 18, 2014 UNDER RECEPTION NO. **2014032312**.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT SLOPE EASEMENT AGREEMENT RECORDED JUNE 18, 2014 UNDER RECEPTION NO. **2014032313**.
30. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. I-25, AS RELINQUISHED IN INSTRUMENT RECORDED AUGUST 22, 2014 UNDER RECEPTION NO. **2014047634**.
31. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN PROMENADE AT CASTLE ROCK MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 16, 2015 UNDER RECEPTION NO. **2015024611**, AS AMENDED BY FIRST AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 26, 2015, UNDER RECEPTION NO. **2015077070** AND SECOND AMENDMENT THERETO RECORDED NOVEMBER 19, 2018 UNDER RECEPTION NO. **2018069948**.
32. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED APRIL 16, 2015 UNDER RECEPTION NO. **2015024612**.
33. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN AFFIDAVIT OF PLAT CORRECTION RECORDED JULY 10, 2015 UNDER RECEPTION NO. **2015048017**.
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 2015-09 RECORDED JULY 22, 2015 UNDER RECEPTION NO. **2015051490**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC70751075.1-3

35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PROMENADE AT CASTLE ROCK PLANNED DEVELOPMENT PLAN, AN AMENDMENT TO A PORTION OF THE CASTLE PINES COMMERCIAL PD (2000 AMENDMENT) RECORDED JULY 22, 2015 UNDER RECEPTION NO. **2015051491**.

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS CONTAINED IN AMENDED AND RESTATED PROMENADE AT CASTLE ROCK DEVELOPMENT AGREEMENT RECORDED JULY 22, 2015 UNDER RECEPTION NO. **2015051492**.

    MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF RESIDUAL RIGHTS RECORDED MARCH 29, 2016 UNDER RECEPTION NO. **2016018351**.

37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN BLOCK 1 SHOPPING CENTER, PROMENADE AT CASTLE ROCK DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 22, 2015 UNDER RECEPTION NO. **2015051501**, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 26, 2015 UNDER RECEPTION NO. **2015077071**, AND AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 24, 2016 UNDER RECEPTION NO. **2016010702**.
    ASSIGNMENT OF DECLARANT RIGHTS RECORDED OCTOBER 28, 2016 UNDER RECEPTION NO. **2016077619**.

38. EASEMENTS, CONDITIONS AND NOTES AS CONTAINED ON PROMENADE AT CASTLE ROCK FILING NO. 1 PLAT RECORDED AUGUST 13, 2015 UNDER RECEPTION NO. **2015057859**.

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS CONTAINED IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 13, 2015 UNDER RECEPTION NO. **2015057860**.

40. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AS CONTAINED IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE PROMENADE AT CASTLE ROCK PUBLIC IMPROVEMENT FEE RECORDED AUGUST 17, 2015 UNDER RECEPTION NO. **2015058614** AND AMENDED AND RESTATED DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE PROMENADE AT CASTLE ROCK PUBLIC IMPROVEMENT FEE RECORDED APRIL 15, 2021 UNDER RECEPTION NO. **2021049538**.

41. CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PROMENADE AT CASTLE ROCK FILING NO. 1, AMENDMENT NO. 1 RECORDED DECEMBER 7, 2015 UNDER RECEPTION NO. **2015087174**.

42. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PROMENADE AT CASTLE ROCK FILING NO. 1, AMENDMENT NO. 9 RECORDED MAY 27, 2016 UNDER RECEPTION NO. **2016033789**.

43. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AMENDMENT NO. 1 TO SITE DEVELOPMENT PLAN FOR LOT 1, BLOCK 1 PROMENADE AT CASTLE ROCK FILING NO. 1 RECORDED MARCH 02, 2016 UNDER RECEPTION NO. **2016012452** AND AMENDMENT NO. 2 TO SITE DEVELOPMENT PLAN RECORDED JULY 9, 2018 UNDER RECEPTION NO. **2018041088** AND AMENDMENT NO. 3 TO SITE DEVELOPMENT PLAN RECORDED JULY 9, 2018 UNDER RECEPTION NO. **201841089** AND AMENDMENT NO. 4 TO SITE DEVELOPMENT PLAN RECORDED AUGUST 1, 2018 UNDER RECEPTION NO. **2018046585** AND AMENDMENT NO. 5 TO SITE DEVELOPMENT PLAN RECORDED DECEMBER 17, 2018 UNDER RECEPTION NO. **2018075530** AND AMENDMENT NO. 7 TO SITE DEVELOPMENT PLAN RECORDED JULY 31, 2020 UNDER RECEPTION NO. **2020069528**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC70751075.1-3

44. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN RESTRICTIVE COVENANT RECORDED APRIL 07, 2016 UNDER RECEPTION NO. **2016020791**.
45. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN EXCLUSIVE USE RESTRICTIVE COVENANT RECORDED AUGUST 29, 2016 UNDER RECEPTION NO. **2016058607**.
46. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN EXCLUSIVE USE RESTRICTIVE COVENANT RECORDED AUGUST 29, 2016 UNDER RECEPTION NO. **2016058839**.
47. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AMENDED AND RESTATED EXCLUSIVE USE RESTRICTIVE COVENANT RECORDED SEPTEMBER 20, 2016 UNDER RECEPTION NO. **2016065358**.
48. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AMENDED AND RESTATED EXCLUSIVE USE RESTRICTIVE COVENANT DECLARATION RECORDED JANUARY 31, 2017 UNDER RECEPTION NO. **2017007777**.
49. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN RESOLUTION OF THE BOARDS OF DIRECTORS OF PROMENADE AT CASTLE ROCK METROPOLITAN DISTRICT NOS. 1-3 RECORDED MAY 17, 2017 UNDER RECEPTION NO. **2017032980**.
50. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN EXCLUSIVE USE RESTRICTIVE COVENANT RECORDED OCTOBER 10, 2017 UNDER RECEPTION NO. **2017068872**.
51. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN COMPETITION RESTRICTIONS COVENANT RECORDED MARCH 08, 2018 UNDER RECEPTION NO. **2018013858**.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCLUSIVE USE RESTRICTION COVENANT RECORDED SEPTEMBER 04, 2018 UNDER RECEPTION NO. **2018053728**.
53. CASTLE ROCK MASTER SIGNAGE AND WAYFINDING PLAN RECORDED MAY 3, 2018 UNDER RECEPTION NO. **2018026644** AND **2018026645**.
54. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED MEMORANDUM OF LEASE AND PARTIAL TERMINATION OF MEMORANDUM OF LEASE RECORDED JULY 08, 2020 UNDER RECEPTION NO. **2020059610**.
55. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PROMENADE AT CASTLE ROCK FILING NO. 1, AMENDMENT NO. 18 RECORDED JULY 31, 2020 UNDER RECEPTION NO. **2020069527**.
56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCLUSIVE USE RESTRICTIVE COVENANT RECORDED AUGUST 03, 2020 UNDER RECEPTION NO. **2020070515**.
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEASE AGREEMENT AS SET FORTH BY MEMORANDUM OF LEASE RECORDED AUGUST 28, 2018 UNDER RECEPTION NO. **2018052652**, AS AMENDED AND RESTATED BY MODIFICATION OF LEASE RECORDED JULY 08, 2020 UNDER RECEPTION NO. **2020059610**.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN USE RESTRICTIONS RECORDED AUGUST 15, 2019 UNDER RECEPTION NO. **201950701** AND RECORDED JANUARY 29, 2019 UNDER RECEPTION NO. **2019004585**
59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS RECORDED AUGUST 24, 2018 UNDER RECEPTION NO. **2018051751**.
60. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PROMENADE AT CASTLE ROCK FILING NO. 1, AMENDMENT NO. 24 RECORDED JUNE 09, 2022 UNDER RECEPTION NO. **2022041138**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC70751075.1-3

61. THE RESERVATION OF COAL, OIL, GAS, MINERAL AND MINERAL RIGHTS IN FAVOR OF None AS RESERVED IN SPECIAL WARRANTY DEED RECORDED JUNE 24, 2022 AT RECEPTION NO. **2022044704**.

62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSUMPTION AND DEVELOPMENT AGREEMENT RECORDED AUGUST 30, 2022 UNDER RECEPTION NO. **2022058205**.

63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED MAY 08, 2023 UNDER RECEPTION NO. **202319170**.

64. DEED OF TRUST DATED OCTOBER 25, 2022 FROM LOS DOS POTRILLOS CASTLE ROCK REAL ESTATE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS FOR THE USE OF FIRSTBANK TO SECURE THE AGGREGATE SUM OF $4,000,000.00 RECORDED OCTOBER 15, 2022 UNDER RECEPTION NO. **202206025**.

    DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED NOVEMBER 29, 2022 AT RECEPTION NO. **202274363**.

65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SITE DEVELOPMENT PLAN RECORDED JUNE 20, 2023 UNDER RECEPTION NO. **202326169**.

66. MECHANICS' LIEN AS EVIDENCED BY STATEMENT OF STATEMENT OF LIEN RECORDED NOVEMBER 06, 2023 AT RECEPTION NO. **2023047169** .

Land Title Guarantee Company
Disclosure Statements

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

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

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

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

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

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

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Insurance Corporation and
Old Republic National Title Insurancy Company

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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

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

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By President

Attest Secretary

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

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