

**Colorado Escrow and Title Services, LLC**  
**10851 South Crossroads Drive, Suite B**  
**Parker, CO 80134**  
Phone: **303-752-6400**  
Fax: **303-752-6500**

**Transmittal Information**

Date: 11/01/2019  
File No: 31637CEW  
Property Address: 6940 Stroh Road, Parker, CO  
Buyer\Borrower: Parker & Stroh LLC  
Seller:

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**For changes and updates please contact your Escrow officer(s):**

**Escrow Officer:**  
**Richelle Peterson**  
**Colorado Escrow and Title Services, LLC**  
**10851 South Crossroads Drive, Suite B**  
**Parker, CO 80134**  
Phone: **303-752-6400**  
Fax: **303-752-6500**  
E-Mail: **Rikki@coloescrow.com**

**Title Officer:**  
**James Tepper**  
**Colorado Escrow and Title Services, LLC**  
**c/o ET Production Services, LLC**

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Copies Sent to:

**Lender:**  
**Firstier Bank**

**Phone: Fax:**  
**Attn: Brian Curry**

**Mortgage Broker**

**Phone: Fax:**  
**Attn:**

**Thank you for using Colorado Escrow and Title Services, LLC.**



10851 South Crossroads Drive, Suite B, Parker, CO 80134  
Phone: 303-752-6400 Fax: 303-752-6500

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

**No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

**No. 2A : Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

**No. 2B : Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

**Charges: Title Premiums, Endorsements and Tax Certificates:** These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 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 Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

  
Chairman of the Board



  
President

Countersigned:



Authorized Countersignature

Colorado Escrow and Title Services, LLC (Company)  
10851 South Crossroads Drive, Suite B  
Parker, CO

## 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 acquires 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/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

1. Effective Date: **October 23, 2019, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

Proposed Insured: **Firstier Bank, its successors and/or assigns as their interests may appear**

Proposed Policy Amount: **\$6,400,000.00**

<i>Construction Loan</i>	\$	<b>5,567.00</b>
<i>Tax Certificate</i>	\$	<b>50.00</b>
<hr/>		
Total:	\$	<b>5,617.00</b>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:  
**Parker and Stroh, LLC a Colorado limited liability company**

5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **6940 Stroh Road, Parker, CO**

Countersigned  
Colorado Escrow and Title Services, LLC

By:



**James Tepper**

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**EXHIBIT "A"**

**A PART OF A TRACT OF LAND SITUATED IN THE NE1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO  
A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;  
THENCE S00°16,55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET;  
THENCE S47°15'02"W A DISTANCE OF 2.11 FEET;  
THENCE S49°46'58"W A DISTANCE OF 75.08 FEET;  
THENCE S82°59'43"W A DISTANCE OF 67.76 FEET;  
THENCE N70°40'19"W A DISTANCE OF 21,67 FEET;  
THENCE N72°11'51"W A DISTANCE OF 35.55 FEET;  
THENCE N75°42'19"W A DISTANCE OF 42.96 FEET;  
THENCE N78°04'43"W A DISTANCE OF 40.00 FEET;  
THENCE N75°44'12"W A DISTANCE OF 64.84 FEET;  
THENCE N77°21'04"W A DISTANCE OF 24.85 FEET;  
THENCE N01°49'26"W A DISTANCE OF 10.84 FEET;  
THENCE N23°26'16"W A DISTANCE OF 48.27 FEET;  
THENCE N20°50'54"W A DISTANCE OF 66.14 FEET;  
THENCE N33°28'15"W A DISTANCE OF 32.17 FEET;  
THENCE N51°48'15"W A DISTANCE OF 64.39 FEET;  
THENCE N40°53'43"W A DISTANCE OF 24.05 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W., A DISTANCE OF 1082.06 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE N89°59'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.**

**AND**

**A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

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COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A  
DISTANCE OF 30.00 FEET TO  
A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A  
DISTANCE OF 1283.68 FEET  
AND THE POINT OF BEGINNING;  
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 130.32 FEET;  
THENCE N78°38'39"W A DISTANCE OF 490.67 FEET TO A POINT ON THE EASTERLY  
R.O.W. LINE OF SOUTH  
PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W., A DISTANCE OF 235.70 FEET;  
THENCE S40°53'43"E A DISTANCE OF 24.05 FEET;  
THENCE S51°48'15"E A DISTANCE OF 64.39 FEET;  
THENCE S33°28'15"E A DISTANCE OF 32.17 FEET;  
THENCE S20°50'54"E A DISTANCE OF 66.14 FEET;  
THENCE S23°26'16"E A DISTANCE OF 48.27 FEET;  
THENCE S01°49'26"E A DISTANCE OF 10.84 FEET;  
THENCE S77°21'04"E A DISTANCE OF 24.85 FEET;  
THENCE S75°44'12"E A DISTANCE OF 64.84 FEET;  
THENCE S78°04'43"E A DISTANCE OF 40.00 FEET;  
THENCE S75°42'19"E A DISTANCE OF 42.96 FEET;  
THENCE S72°11'51"E A DISTANCE OF 35.55 FEET;  
THENCE S70°40'19"E A DISTANCE OF 21.67 FEET;  
THENCE N82°59'43"E A DISTANCE OF 67.76 FEET;  
THENCE N49°46'58"E A DISTANCE OF 75.08 FEET;  
THENCE N47°15'02"E A DISTANCE OF 2.11 FEET TO THE POINT OF BEGINNING.  
COUNTY OF DOUGLAS, STATE OF COLORADO.

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Westcor Land Title Insurance Company***SCHEDULE B, PART I  
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. **Release by the Public Trustee of the County of Douglas of the Deed of Trust from Parker & Stroh LLC, for the use of Redstone Bank, to secure \$3,065,000.00 dated September 27, 2018 recorded December 30, 1899 at Reception No. 2018059075.**
6. **Statement of Authority for Parker and Stroh, LLC evidencing the existence of the entity and authority of person authorized to execute instruments, conveying, encumbering or otherwise affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172, evidencing the existence of said entity on or prior to its acquisition of title to the land herein.**
7. **Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.**
8. **Due to the liability amount of the policy to be issued hereunder, this commitment in it's entirety is subject to approval by this company's underwriter and closing may not occur until said approval has been received.**

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**REQUIREMENTS NOT TO BE RECORDED:**

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:**

**Deed recorded July 2, 2018 as Reception No. 2018039824.**

**NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.**

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in 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 record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. An undivided 1/2 interest in all oil, gas and other minerals as reserved by William M. Swinney and Richard M. Swinney in the Deed to Donald E. Stroh and Evelyn L. Stroh recorded December 1, 1959 in Book 130 at Page 294 and any and all assignments thereof or interests therein.
10. Terms, agreements, provisions, conditions and obligations as contained in Organization of Cherry Creek Basin Authority recorded May 6, 1988 in Book 790 at Page 718.
11. Terms, agreements, provisions, conditions, obligations and easements as contained in Rule and Order, recorded May 11, 1993 in Book 1124 at Page 853.

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12. Terms, agreements, provisions, conditions and obligations as contained in Attachment Agreement recorded April 22, 1994 in Book 1193 at Page 2144.
13. Right(s) of way easement, including its terms and conditions, whether in fee or easement only, as granted to Intermountain Rural Electric Association, as described in instrument recorded May 3, 2016 at Reception No. 2016027205.
14. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded July 2, 2018 at Reception No. 2018039824.
15. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded July 2, 2018 at Reception No. 2018039824.
16. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039830.
17. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039831.
18. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039832.
19. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039833.
20. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039834.
21. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039835.
22. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant Landownership Statement recorded July 2, 2018 at Reception No. 2018039836.
23. Terms, conditions, provisions and obligations contained in the Non-Tributary Ground Water Constant

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Landownership Statement recorded July 2, 2018 at Reception No. 2018039837.

24. Notes, easements and restrictions as shown on the Annexation Map recorded September 5, 2018 at Reception No. 2018054186.
25. Notes, easements and restrictions as shown on the Zoning Map Exhibit recorded September 5, 2018 at Reception No. 2018054188.
26. Terms, conditions, provisions and obligations contained in the Annexation Agreement recorded September 5, 2018 at Reception No. 2018054189.
27. Terms, conditions, provisions and obligations contained in the Drainage Culvert and Detention Pond Easement Agreement recorded March 22, 2019 at Reception No. 2019014604.
28. Terms, conditions, provisions and obligations contained in the Access Easement Agreement recorded May 9, 2019 at Reception No. 2019025163.
29. Terms, conditions, provisions and obligations contained in the 30-Foot Exclusive Easement Agreement recorded May 29, 2019 at Reception No. 2019029512.
30. Terms, conditions, provisions and obligations contained in the 30-Foot Exclusive Easement Agreement recorded May 29, 2019 at Reception No. 2019029513.
31. Terms, conditions, provisions and obligations contained in the 50-Foot Non-Exclusive Easement Agreement recorded May 29, 2019 at Reception No. 2019029514.
32. Terms, conditions, provisions and obligations contained in the 30-Foot Exclusive Easement Agreement recorded May 29, 2019 at Reception No. 2019029515.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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## DISCLOSURES

File No.: 31637CEW

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G 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 Title Company Name 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 Lender's Title Policy when issued.

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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 materialmen 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 unfiled Mechanic's and Materialmen'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.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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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.

File No.: 31637CEW

CO Commitment Disclosure

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**BORROWER'S AFFIDAVIT & AGREEMENT**

**Underwriter:** Westcor Land Title Insurance Company

**Property Address:** 6940 Stroh Road, Parker, CO

**Legal Description:** A PART OF A TRACT OF LAND SITUATED IN THE NE1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;  
THENCE S00°16,55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET;  
THENCE S47°15'02"W A DISTANCE OF 2.11 FEET;  
THENCE S49°46'58"W A DISTANCE OF 75.08 FEET;  
THENCE S82°59'43"W A DISTANCE OF 67.76 FEET;  
THENCE N70°40'19"W A DISTANCE OF 21.67 FEET;  
THENCE N72°11'51"W A DISTANCE OF 35.55 FEET;  
THENCE N75°42'19"W A DISTANCE OF 42.96 FEET;  
THENCE N78°04'43"W A DISTANCE OF 40.00 FEET;  
THENCE N75°44'12"W A DISTANCE OF 64.84 FEET;  
THENCE N77°21'04"W A DISTANCE OF 24.85 FEET;  
THENCE N01°49'26"W A DISTANCE OF 10.84 FEET;  
THENCE N23°26'16"W A DISTANCE OF 48.27 FEET;  
THENCE N20°50'54"W A DISTANCE OF 66.14 FEET;  
THENCE N33°28'15"W A DISTANCE OF 32.17 FEET;  
THENCE N51°48'15"W A DISTANCE OF 64.39 FEET;  
THENCE N40°53'43"W A DISTANCE OF 24.05 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W., A DISTANCE OF 1082.06 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE N89°59'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.

AND

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET AND THE POINT OF BEGINNING;  
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 130.32 FEET;  
THENCE N78°38'39"W A DISTANCE OF 490.67 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'59"E ALONG SAID EASTERLY R.O.W., A DISTANCE OF 235.70 FEET;  
THENCE S40°53'43"E A DISTANCE OF 24.05 FEET;  
THENCE S51°48'15"E A DISTANCE OF 64.39 FEET;  
THENCE S33°28'15"E A DISTANCE OF 32.17 FEET;  
THENCE S20°50'54"E A DISTANCE OF 66.14 FEET;  
THENCE S23°26'16"E A DISTANCE OF 48.27 FEET;  
THENCE S01°49'26"E A DISTANCE OF 10.84 FEET;  
THENCE S77°21'04"E A DISTANCE OF 24.85 FEET;  
THENCE S75°44'12"E A DISTANCE OF 64.84 FEET;  
THENCE S78°04'43"E A DISTANCE OF 40.00 FEET;  
THENCE S75°42'19"E A DISTANCE OF 42.96 FEET;  
THENCE S72°11'51"E A DISTANCE OF 35.55 FEET;  
THENCE S70°40'19"E A DISTANCE OF 21.67 FEET;  
THENCE N82°59'43"E A DISTANCE OF 67.76 FEET;  
THENCE N49°46'58"E A DISTANCE OF 75.08 FEET;  
THENCE N47°15'02"E A DISTANCE OF 2.11 FEET TO THE POINT OF BEGINNING.  
COUNTY OF DOUGLAS, STATE OF COLORADO.

**Borrower:** Parker & Stroh LLC

THIS BORROWER'S AFFIDAVIT & AGREEMENT ("Affidavit") is made and entered into on by the Borrower identified above. The Affidavit is given in order to induce Colorado Escrow and Title Services, LLC ("Company") to close the (re)financing of the property legally described above ("Property") and to induce the Underwriter to issue its policy or policies of title insurance insuring the

transaction. Affirmations made herein are based on the Borrower's knowledge, information and belief. If the Borrower is an entity (e.g., a corporation, or a trust), then the individual or individuals signing this Affidavit on its behalf are duly authorized and able to make the affirmations and bind the entity to the agreements herein.

**I. LIENS & ENCUMBRANCES**

(Borrower Initials) \_\_\_\_\_

A. There are no liens against the Property, created or caused by an act or omission on the part of the Borrower, except as set forth in Schedule B of the Commitment for Title Insurance ("Commitment") issued by the Company under File 31637CEW. Liens include, but are not limited to, mortgages, financing statements, judgments, tax liens, association liens and mechanics' liens.

B. Borrower has not acted or omitted to act so as to cause the recordation of any new lien or notice of lien against the Property between the effective date and time of the last issued Commitment and the date and time of recording of the instrument or instruments to be insured pursuant to the Commitment.

C. Borrower has not acted or omitted to act so as to cause any payoff demand pertinent to the transaction to be incorrect, including, but not limited to, inaccuracies caused by additional draws against lines of credit.

D. Except for amounts paid through closing, there are no unpaid bills for materials supplied or labor furnished (contracted for by the Borrower) for the construction and erection of repairs or improvements to the Property.

E. Borrower intends that this Affidavit shall constitute written evidence of the Borrower's intent to close any line of credit or other lien for which the creditor requires Borrower authorization. Borrower further authorizes the Company to provide a copy of this Affidavit to any creditor requiring such authorization.

**II. COVENANTS & OWNER ASSOCIATIONS**

\*(Borrower Initials) \_\_\_\_\_

\* Borrower may skip this section if and only if there are no covenants affecting the Property (see Schedule B Section II of the Commitment) AND no owner associations governing the Property.

A. There are no past or present violations of any covenants, conditions or restrictions affecting the Property, created or caused by an act or omission on the part of the Borrower that could result in a lien against the Property.

B. There are no outstanding association charges that could result in a lien against the Property.

**III. OTHER MATTERS**

(Borrower Initials) \_\_\_\_\_

A. There are no easements crossing or burdening the Property; and no easement rights have been granted by the Borrower to any third party except as may be disclosed in Schedule B of the Commitment.

B. There are no encroachments of improvements made to the Property onto any adjoining property or into any easement crossing or burdening the Property except as may be disclosed in Schedule B of the Commitment.

C. There are no parties in possession of the Property or parties claiming possessors' rights except as may be disclosed in Schedule B of the Commitment, or as evidenced by the unrecorded lease agreement(s) attached hereto and incorporated herein by reference (a certified rent roll may be attached in lieu of lease agreements).

D. There are no unpaid water/sewer or stormwater charges that could result in a lien against the Property.

E. Borrower is not a party to an active bankruptcy proceeding.

**IV. COMPLIANCE**

(Borrower Initials) \_\_\_\_\_

A. Information related to lien payoffs, taxes, owner association dues and utilities has been supplied by third parties (i.e., mortgage servicers, county treasurers, owner associations, utility providers, etc.) and the Company has relied on the accuracy and completeness of such information in good faith for the purpose of preparing the settlement statement. Borrower agrees that the Company shall not be liable for any errors related to amounts paid as set forth on the settlement statement, *to the extent that any such errors are the result of incorrect information supplied by a third party.*

B. Borrower agrees that in the event any disbursement made on Borrower's behalf and pursuant to the Borrower's settlement statement is insufficient to release and discharge the corresponding lien against the Property and/or pay the corresponding invoice in full, Borrower will deliver Good Funds to the Company in an amount equal to the deficiency immediately upon notice, *provided such deficiency was not caused by the Company's failure to disburse closing funds to the creditor or invoice payee in a timely manner.*

C. Borrower agrees that in the event any of the documents required to close the transaction misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to a unilateral mistake on the part of the Company, mutual mistake on the part of the Borrower and the Company, or clerical error, then in such event the Borrower shall, upon request by the Company and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as the Company may deem necessary to remedy said inaccuracy or mistake.

D. For purposes of any post-closing correspondence, Borrower should be contacted at the following address:

<b>PO BOX 40326</b>	<b>Email:</b>
<b>Denver, CO 80204</b>	<b>Telephone</b>
	:

**Parker & Stroh LLC**

\_\_\_\_\_  
**By**

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } ss.

SUBSCRIBED, SWORN TO AND AGREED on **by Parker & Stroh LLC.**

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_