

# FOUR MILE RANCH



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## PLANNED DEVELOPMENT

Prepared by:  
4 Mile Ranch DV Fund I

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## I. GENERAL

### A. History; Interpretation; Application

The subject property referred to as Four Mile Ranch consists of approximately 1,563 acres situated at the eastern end of Canon City (the “City”). It was annexed into the City in 1993 and zoned as Golf Course, Residential and Commercial Planned Unit Development (the “1993 PD”), which 1993 PD was amended and replaced in 2003 to conform to the City’s then-current Planned Development District (the “2003 PD”) standards. Since then, certain property within the 2003 PD was rezoned, developed, or sold to private parties (the “Excluded Property”). In 2021, the City updated its standards and adopted Title 17 known as the Unified Development Code (the “UDC”), which includes new standards and procedures for planned developments (the “PD”). This PD constitutes a major amendment to the 2003 PD subject to the UDC and replaces and supersedes the 2003 PD; however, this PD only applies to the property described in the legal description and excludes the Excluded Property described below and depicted on the PD plan map. The Excluded Property shall be governed by the 2003 PD or its current zoning if it was rezoned to a different zone district and includes the following Planning Areas (defined below):

- NOS-5, NOS-6, and NOS-7
- SFR-1A (majority of)
- MF-4 (majority of)
- C-5
- C-6D
- 5A

The standards established in this PD shall control over the UDC. To the extent that any standards of the UDC conflict with or are inconsistent with the standards of this PD, the standards of this PD shall prevail. If this PD is silent on a standard, then the UDC shall control. Any amendments to this PD shall be subject to the UDC, as amended.

### B. Planning Area Boundaries

The PD is divided into separate planning areas (each, a “Planning Area”). Wherever a Planning Area abuts a street as shown on the PD, the Planning Area boundary includes the street. Wherever a Planning Area does not abut a street, the Planning Area boundary shall be as shown on the PD. Modifications to the boundaries of a Planning Area are subject to the minor subdivision process.

### C. Special Districts, Homeowner Associations, and Business Owner Associations

Four Mile Ranch Metropolitan District Nos. 1-4 were organized in 2003 pursuant to Title 32 of the Colorado Revised Statutes (individually, a “Metro District” and collectively, the “Metro Districts”) to finance the construction and maintenance of the public improvements needed to serve the property in the PD, including but not limited to water, sanitary sewer, storm drainage, street, park and recreation, and traffic and safety control improvements. Homeowner associations and/or business owner associations (an “Association”) may also be utilized to finance the construction and maintenance of private improvements needed to serve the property in the PD. Additional Metro Districts may be organized and Metro District boundaries may be changed pursuant to Title 32 of the Colorado Revised Statutes to serve future PD development.

## D. Planned Development

### 1. Purpose and Intent

The purpose of this PD is to provide detailed standards consistent with the vision, goals, policies, and objectives of the Canon City Comprehensive Plan. While this PD is intended to provide standards for future development, it is also intended to retain substantial design flexibility. The overall intent of the PD is to provide for the development of a comprehensively planned community offering a variety of residential and non-residential land use components, while retaining significant terrain features in natural open space areas (the "Project").

### 2. General Development

The PD allows commercial, office, employment center, residential, recreational, and industrial uses to coexist in an innovative and site-sensitive manner that is responsive to the changing economic market conditions of the region.

## E. Density Standards

In no event shall the total number of 2,706 Dwelling Units within all Planning Areas in the PD be exceeded. The total number of Dwelling Units ultimately developed in a Planning Area may be more or less than the number established in the PD. Any increase in the number of Dwelling Units in a Planning Area is subject to the minor subdivision process.

## F. Definitions and Word Usage

### 1. Definitions

The definitions in the UDC shall control, unless defined herein.

Construction Materials and Modular Housing Prefabrication - A facility used for manufacturing of prefabricated, modular housing, panels, structural elements, and other building construction components, which may include indoor and outdoor storage of construction-related materials.

Data Center - A facility that houses a large collection of servers, storage devices, and networking equipment, designed to store, manage, and distribute data for organizations, enabling them to run large-scale applications and support cloud computing services.

Duplex - A residential building with two attached individual Dwelling Units.

Dwelling Unit - One or more rooms and a single kitchen and at least one bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, located in a single family, two-family, or multifamily dwelling or a mixed-use building. Where a "Dwelling Unit" is included in a Commercial Planning Area, it shall permit living quarters furnished in a hotel or motel for which a daily rental rate is charged, and hospital rooms or living quarters in a nursing home certified as such by the State of Colorado.

Flex Space - Any commercial real estate that offers a business space that can be used as a multi-purpose workspace to meet business needs. It commonly combines a warehouse, retail, offices, and may be grouped by shared common areas such as reception, lounges, conference rooms, kitchens, washrooms, and hallways.

Flex Space Residential - Similar to Flex Space but permits Residential Units at or adjacent to the workspaces, providing a multifamily live-work environment.

Golf Clubhouse / Community Gathering - A facility for golf course operations, including but not limited to pro-shop, cart storage, and retail sales. It may also include event rental space, a communal hub offering gathering spaces, marketplace, craft beverages and a variety of eateries.

Golf Cottage - A vacation home near a golf course that is designed for golfers and their guests. These homes may have kitchens, patios, and other amenities for entertaining

In-Home Health and Personal Care Services, In-Home Caregiver Residency - Personal health and care services provided in residential Dwelling Units that may include occupancy by the care giver, as permitted by State law.

Natural Debris, Rock, Concrete and Asphalt Storage, Sorting, and Recycling - Land used to store, sort, and recycle aggregates, natural debris, rock, concrete and asphalt, to support construction operations.

Outdoor Recreation - An outdoor amenity designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities, and includes, but is not limited to: parks and playgrounds, tennis courts, pickleball courts, disk golf and golf courses.

Quadplex - A residential building with four attached individual Dwelling Units.

Triplex - A residential building with three attached individual Dwelling Units.

Short-term Rental (STR) - The rental of a Dwelling Unit for monetary consideration for a period of less than 30 days. This excludes hotels and motels.

## 2. Word Usage

In the interpretation of this PD, the provisions of this section shall be observed and applied, except when the context requires otherwise.

- i. The particular controls the general.
- ii. In the case of any difference of meaning or implication between the text of this PD and any caption or table, the text shall control.
- iii. Words used or defined in one tense or form shall include other tenses and derivative forms.
- iv. Words in the singular shall include the plural, and words in the plural shall include the singular.
- v. The word "shall" is mandatory. The word "may" is permissive.

## II. PLANNING AREAS

### A. Residential Planning Areas

The PD includes specific Planning Areas, as follows.

#### 1. Rural Residential (RR) Planning Areas

The RR Planning Areas are intended to provide housing for residents that prefer large acreage lots. Grading should be minimal for access and building sites to maintain an open space atmosphere.

While the ownership in these open space areas may be private, as with the adjacent rural development known as Dakota Hideout, the natural open space feel will be preserved through the limitation of areas where construction is allowed.

These preservation areas are included in the northern RR Planning Areas to preserve natural open space. Vertical construction and man-made elements are restricted in these preservation areas. Buffer widths are 200 feet, except for RR-2 and RR-3 which are 140 feet wide.

A maximum of 41 Dwelling Units are allocated for the RR Planning Areas.

#### 2. Single Family Residential (SFR) Planning Areas

The SFR Planning Areas are intended to provide housing for a variety of homebuyers. Local street and lot patterns shall promote adequate interior circulation, while emphasizing the use of cul-de-sac streets to create the sense of local community and neighborhood feel. Streets shall employ curvilinear alignments to periodically change the local street orientation and avoid a static grid design approach.

A maximum of 114 Dwelling Units are allocated for the SFR Planning Areas.

Planning Area SFR-1B includes two parcels at the east end of Cowboy Way along Telegraph Trail. Parking adequate for these uses shall be permitted on and adjacent to these two parcels.

#### 3. Urban Lot Residential (ULR) Planning Areas

The ULR Planning Areas are intended to provide denser development, with various residential Dwelling Unit types. Housing may be organized using conventional neighborhood design or more innovative cluster techniques, employing private auto-courts and/or shared private driveways, which draw access from the public street system.

Where applicable, Dwelling Units may be attached and in separate ownership to increase usable open space between attached structures. Local street and lot patterns shall promote adequate interior circulation while emphasizing the use of cul-de-sac streets. Local street patterns shall employ curvilinear alignments and promote orientation and views to the golf course, where applicable.

A maximum of 333 Dwelling Units are allocated for the ULR Planning Areas.

#### 4. Multifamily Residential (MF) Planning Areas

MF Planning Areas allow attached and detached residential uses. Single family Dwelling Units are permitted on a limited basis if administratively approved by the City. These Dwelling Units may employ innovative cluster techniques using private auto-courts and/or shared driveways. Private streets and driveways are permitted provided that an Association is formed for ownership and maintenance purposes of said private streets and driveways and all streets are built to City standards.

The concept of new urbanism and traditional neighborhood design is allowed in the MF Planning Areas. This concept promotes innovation in the “missing middle” range of housing opportunities while encouraging walking and discourage driving. There is a significant amount of shared open space in this PD with most Dwelling Units within a 5-minute walk from the discernable center. Design concepts within the MF Planning Areas may incorporate small neighborhood shops and offices within walking distance. These neighborhoods would be managed through covenants and by an Association, which would maintain conformity and standards throughout.

The MF Planning Areas may also have senior housing. Age restrictions are contemplated for MF-3 to provide for a senior-focused community.

MF-10 is envisioned to be a location for housing design and attainability innovation. The lot lines shown on the PD are conceptual and indicative of building Quadplexes as an example, with access easement areas on each lot.

A maximum of 1,364 Dwelling Units are allocated for the MF Planning Areas.

#### B. Mixed Use Planning Areas

The Mixed Use Planning Areas of the PD consist of a variety of land uses designed to accommodate the needs of the Project and surrounding residents and include the following:

##### 1. Community Commercial (CC) Planning Areas

CC Planning Areas orient themselves towards County Road 123 and will provide a range of uses, including but not limited to, commercial retail, restaurant, and service uses that appeal broadly to the community.

Parcel CC-5 shall have a permanent public access easement for recreation purposes from the southern boundary of the parcel's FEMA flood plain and continue to the north boundary of the parcel, extending from east to west boundary of the parcel. Public access within this portion of the parcel shall be maintained, in keeping with the spirit of the adjacent natural open space.

A maximum of 295 Dwelling Units are allocated for the CC Planning Areas.

**2. Neighborhood Commercial (NC) Planning Areas**

NC Planning Areas are those which provide essential services to adjacent and otherwise nearby residential neighborhoods. Developments within the NC Planning Areas shall be scaled down relative to CC Planning Area standards to prevent nearby neighborhoods from being negatively impacted by traffic, noise, or other issues related to higher intensity commercial uses.

A maximum of 317 Dwelling Units are allocated for the NC Planning Areas.

**3. Golf Course Clubhouse & Resort Commercial (GCC) Planning Areas**

Situated at the center of the PD, the GCC Planning Areas create the basis for the Four Mile Ranch Golf Course to provide commercial and community benefit. These areas also may have a high degree of connectivity and synergy with the adjacent VC Planning Area.

A maximum of 65 Dwelling Units are allocated for the GCC Planning Areas.

**4. Village Center Commercial (VC) Planning Area**

The VC Planning Area provides an opportunity for unique retail or restaurant experiences, a conference center to host professional groups and associations, and more, in a resort setting.

A maximum of 155 Dwelling Units are allocated for the VC Planning Areas.

**5. Active Recreation (AR) Planning Areas**

The AR Planning Areas provide community parks and the Four Mile Ranch Golf Course.

Besides the golf course, parks may offer a variety of recreational opportunities including picnic facilities, playfields, and hard courts.

Metro Districts, Associations, or owners shall maintain these recreation areas and included features, unless the recreation areas and included features are accepted by the City, or other public agency, for ownership and/or maintenance.

AR allocations are represented in the following Planning Areas:

- AR-1, Golf Course, 182.4 acres
- AR-2, Neighborhood Park, 12.1 acres
- AR-3, Neighborhood Park, 20.8 acres

**6. Natural Open Space (NOS) Planning Areas**

While AR Planning Areas are intended for active use, NOS Planning Areas are characterized as passive use. While they may contain walking trails or locate drainage facilities, their primary function is to preserve the major land features of the PD property and provide for wildlife migration corridors.

Metro Districts, Associations, or owners shall maintain these areas, unless they are accepted by the City, or other public agency, for ownership and/or maintenance.

NOS allocations are represented in the following Planning Areas:

- NOS-1, 14.3 acres
- NOS-2, 11.9 acres
- NOS-3, 129.3 acres
- NOS-4, 67.5 acres
- NOS-8, 3.2 acres
- NOS-9, 6.7 acres
- NOS-10, 99.2 acres
- NOS-11, 4.8 acres
- NOS-12, 1.0 acre

### III. LAND USE REGULATIONS

Table III.A: Residential Planning Areas - Approved Uses

Use Type	RR	Planning Areas		
		SFR	ULR	MF
<i>Residential Uses</i>				
Golf Cottage	P	P	P	P
Group Home	P	P	P	P
Multi-Family Dwelling, Complex				P
Multi-Family Dwelling, Complex				P
Senior housing, Independent & Dependent			P	P
Townhome			P	P
Single Family Residential	P	P	P	C
Two-Family Dwelling (Duplex)	P	P	P	P
Three-Family Dwelling (Triplex)	P	P	P	P
Four-Family Dwelling (Quadplex)	P	P	P	P
Short Term Rentals (up to 30 days)	P	P	P	P
Long Term Rentals (31 days or more)	P	P	P	P
<i>Miscellaneous Uses</i>				
Grazing	P [5]			
Livestock	P [5]			
<i>Recreational Uses</i>				
Neighborhood Park	P	P	P	P
Pedestrian & Bike Trails	P	P	P	P
<i>Utility, Infrastructure &amp; Related Uses</i>				
Utility Distribution Elements	P	P	P	P
Water Storage Tanks	P			
Wireless Service Facilities	C		C	C
Natural Debris, Rock, Concrete, Asphalt, Storage, Sorting & Recycling	P [4]			
<i>Accessory Uses</i>				
Accessory Building	P	P	C	C
Accessory Dwelling Units	P	P	P	P
Accessory Structures	P	P	P	P
In-Home Health and Personal Care Services, In-Home Caregiver Residency	P	P	P	P
Home Based Business	P	P	P	P
Orchard	P			
Greenhouse/Nursery, Private	P			
Solar Energy Collection System, ground-mounted	P	P	P	P
Solar Energy Collection System, roof-mounted	P	P	P	P
<i>Temporary Uses</i>				
Food Cart or Truck	P	P	P	P
Portable Outdoor Storage Device	P	P	P	P
Landscaping Materials Storage				P [6]

KEY: "P" = Permitted, "C" = Permitted Only with Conditional Use Permit

Blank = Not Permitted

**Table III.B: Residential Height, Bulk & Dimension Standards**

Standard	RR	Planning Areas		
		SFR	ULR	MF
<b><i>Lot Standards (Minimum)</i></b>				
Lot Area (sq. ft.)	15,000	9,000	5,000	5,000
Lot Area / Dwelling Unit (sq. ft.) <sup>[1]</sup>	n/a	n/a	n/a	n/a
Lot Width (street frontage in ft.) <sup>[2]</sup>	50	30	30	30
<b><i>Setbacks</i></b>				
Front (ft)	25	20	15	15
Interior Side (ft)	15	10	5	5
Street Side (ft)	25	20	15	15
Rear (ft)	25	20	15	15
<b><i>Building Standards (Maximums)</i></b>				
Height (ft)	35	40	45	45
Lot Coverage (% of lot)	n/a	45	45	45
<b>NOTES:</b>				
1: Lot Area/Dwelling Unit applies for buildings with more than one principal Dwelling Unit.				
2: All lots shall provide access to a public right of way unless a private street has been approved through a subdivision process.				
3: Reference Special Setbacks in IV.B.1.				
4: Permitted only at RR-9, and only approved to support the PD efforts.				
5: Permitted only at RR-9 as a principal use or accessory use.				
6: Permitted only at MF-5 for maximum of two years.				

Table III.C: Mixed Use Planning Area - Approved Uses

Use Type	CC	NC	GCC	VC	AR	NOS
<b>Commercial Retail Use</b>						
Construction Materials and Hardware Sales	P					
General Retail, less than 10,000 sq. ft.	P	P	P	P		
General Retail, 10,000 sq. ft or greater	P	C				
Greenhouse/Nursery, Commercial	P	P				
Recreational Vehicle Sales	P					
Sales of Motorcycles, All-Terrain Vehicles (ATVs), Snowmobiles	P	P				
Wholesale Outlets and Services	P	C				
<b>Commercial Service Use</b>						
General Services, less than 10,000 sq. ft.	P	P		P		
General Services, 10,000 sq. ft. or greater	P	C				
Amusement & Entertainment Center, indoor, less than 10,000 sq. ft.	P		P	C		
Amusement & Entertainment Center, indoor, greater than 10,000 sq. ft.	P					
Amusement and Entertainment Facility, Outdoor	P					
Automobile Body Shop	C					
Car Wash	P	P				
Child Care Center	P	P				
Golf Clubhouse / Community Gathering			P	C		
Golf Driving Range			P			
Convention Center	P		P	P		
Gasoline Station	P					
Greenhouse/Nursery, Commercial	P	P	C			
Financial Institution	P	P		P		
Dry Cleaning & Laundry	P	P				
Training Facility, Type I	P	P				
Training Facility, Type II	P	P				
<b>Eating &amp; Drinking Uses</b>						
Bakery/Café	P	P	P	P		
Bars, Taverns, Brew Pubs	P	P	P	P		
Brewery/Winery/Distillery, Tasting Room	P	P	P	P		
Microbrewery	P	P	P	P		
Restaurant, Delivery/Carry-Out Only	P	P	P	P		
Restaurant, Sit Down	P	P	P	P		
<b>Medical Uses</b>						
Ambulance Service	P					
Medical & Dental Clinic	P	P		P		
Medical & Dental Clinic, above ground floor	P	P		P		
Hospital & Urgent Care Facilities	P					
Hospital Heliport	C					
<b>Office, Public/Institutional Uses</b>						
Business Park	P	C				

Table III.C: Mixed Use Planning Area - Approved Uses

Use Type	CC	NC	GCC	VC	AR	NOS
Professional Office	P	P		P		
Place of Assembly	P	P				
Place of Worship	C	C				
Government Uses, Indoor	P	C				
Government Uses, Outdoor	C	C				
Vocational and Business School	P	C				
<b><i>Mixed Use Commercial &amp; Residential</i></b>						
Multi-Unit Dwellings, above ground floor as a part of mixed use	P	C				
Multi-Family Dwelling/Building, as part of Mixed Use with Commercial	P	C				
Multi-Family Dwelling/Building, as part of Mixed Use with Offices	P	C				
Senior Housing, Dependent	C	P				
Senior Housing, Independent	C	P		C		
Senior Housing, Independent, as part of Mixed Use with Commercial	C	P		C		
Flex Space, with Residential	P	P				
<b><i>Lodging Uses</i></b>						
Hotel	P	P	P	P		
Motel	P	C	C	C		
Golf Cottages			P			
Short Term Rentals (up to 30 days)	P	P	P	P		
Long Term Rentals (31 days or more)	P	P	P	P		
<b><i>Recreational Uses</i></b>						
Community Park					P	
Golf Course & Associated Facilities			P		P	
Hard or Soft Surface Pedestrian or Equestrian trails	P	P	P	P	P	P
Outdoor Recreation					C	
Recreational Facility	C	C			C	
Riparian Areas and Wildlife Habitat						P
Shelters/Pavilions					P	
Wildlife Observation Decks & Platform						P
<b><i>Utility, Infrastructure &amp; Related Uses</i></b>						
Utility Distribution Elements	P	P	P	P	P	P
Wireless Service Facilities	C	C			C	C
<b><i>Miscellaneous</i></b>						
Flex Space	P	P				
Artisan Manufacturing	P	P				
Construction Materials & Modular Housing Prefabrication	P					
Vehicle Parking Facility	P				C	
Wholesale Outlets & Services	P					
Cold Storage Locker	P					
Vocational, Medical, Business School	P					
Technologoy Center & Offices	P	P		P		
Data Center	P	P		P		
Indoor Shooting Range	P	C				
Personal/Mini Storage - Indoor Only	P [3]					

## Four Mile Ranch Planned Development

Table III.C: Mixed Use Planning Area - Approved Uses

Use Type	CC	NC	GCC	VC	AR	NOS
Natural Debris, Rock, Concrete, Asphalt, Storage, Sorting & Recycling	P [2]					
Warehouse & Distribution Facility	P					
Fire Department Facilities, Station & Training			P [1]			
General Research Facilities	P					
Welding and Machine Shops						
<b>Accessory Uses</b>						
Accessory Building	P	P	P	P	P	
Accessory Dwelling Unit	C	C	C			
Accessory Use, Drive Thru Restaurant, Café	P	P		P		
Accessory Use, Outdoor Dining	P	P	P	P		
Accessory Use, Flex Space	P	P				
Accessory Use, Flex Space, with Residential	P	P				
Accessory Use, General Retail, less than 10,000 sq. ft.	P	P	P	P		
Accessory Use, General Services, less than 10,000 sq. ft.	P	P		P		
Accessory Use, Multi-Family Building, part of Mixed Use with Commercial	P	C				
Accessory Use, Multi-Family Building, part of Mixed Use with Offices	P	C				
Accessory Use, Permanent Outdoor Retail Sales						
Accessory Use, Permanent Outdoor Activity	P			P		
Accessory Use, Permanent Outdoor Retail Sales	P					
Accessory Use, Recycling & Donation Collection	P					
Home Based Business	P	P	P	P		
Place of Assembly	P	P				
Place of Worship	C	C				
Personal/Mini Storage - Indoor Only	P [3]					
Personal Storage - Outdoor	C [3]					
Solar Energy Collection System, ground-mounted	P	P	P	P		
Solar Energy Collection System, roof-mounted	P	P	P	P		
<b>Temporary Uses</b>						
Farm Stand	C	C		C	C	
Farmers' Market	C	C		C	C	
Food Cart or Truck	P	P	P	P	C	
Outdoor Activity/Operation, temporary	C	C	P	C		
Outdoor Retail Sales, temporary	C	C	P	C		
Outdoor Storage, temporary	C	C	C	C		
Seasonal sales	C	C	C	C		
Special Events	C	C	P	C	C	

KEY: "P" = Permitted, "C" = Permitted Only with Conditional Use Permit      Blank = Not Permitted

### EXPLICITLY PROHIBITED USES:

Animal Boarding, Cemetery, Kennel, Marijuana Cultivation & Sales, Mortuary, Funeral Home or Crematory, Pawn Shop, Pet Crematory, Sexually-oriented Business, Shelter

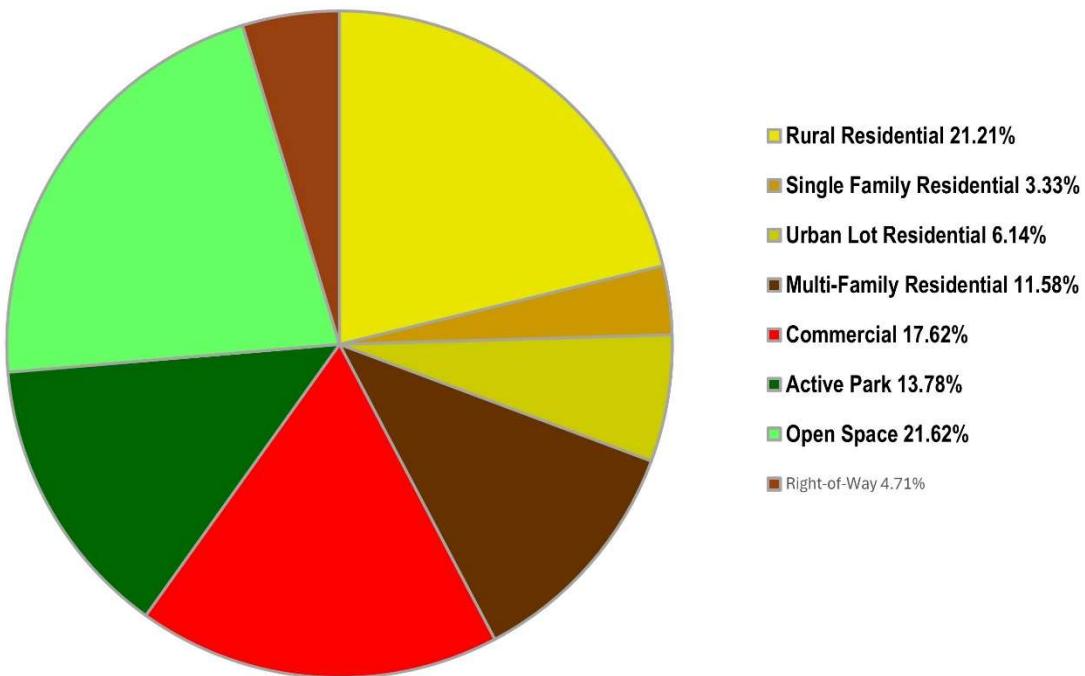
### NOTES:

- 1: Permitted at NC-4, up to 2.0 acres overall.
- 2: Permitted only at CC-6, and only approved to support the PD efforts.
- 3: Permitted only at CC-3A, CC-3B, CC-3C.

Table III.D: Mixed Use Height, Bulk & Dimension Standards

Standard	CC	NC	GCC	VC	AR	NOS
<b><i>Lot Standards (Minimum)</i></b>						
Lot Area (sq. ft.)	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width (street frontage in ft.) <sup>[1]</sup>	35	35	35	35	n/a	n/a
<b><i>Setbacks</i></b>						
Front (ft) minimum / maximum	0 / 50	0 / 50	0 / 50	0 / 50	35 / n/a	35 / n/a
Interior Side (ft) minimum	0	0	0	0	0	0
Street Side (ft) minimum / maximum	0 / 50	0 / 50	0 / 50	0 / 50	35 / n/a	35 / n/a
Rear (ft) minimum	10	0	0	0	25	25
<b><i>Building Standards (Maximums)</i></b>						
Height (ft)	100	45	45	45	25	n/a
Lot Coverage (% of lot)	75	75	75	100	25	n/a
<b>NOTES:</b>						
1: All lots shall provide access to a public right-of-way unless a private street has been approved through a subdivision process.						
2: Reference Special Setbacks in IV.B.1.						

**CHART III.E - LAND USE DISTRIBUTION  
OVERALL PLANNED DEVELOPMENT**



## IV. DESIGN

### A. Additional Standards

#### 1. Significant Landscape Features and Artwork for Public Spaces

- i. All arterial classification roadways will include a landscaped median within the right-of-way. The adjacent subdivisions on either side of the right-of-way will pay half the cost of the design and installation of the landscaping. The development which proceeds first will front the cost of the design and installation, to be reimbursed by the development on the opposite side of the right-of-way, as a condition of final plat approval. These costs shall be reimbursed within 2 years of final plat approval of the subsequent development(s).
- ii. Public and/or privately funded public-visible artwork (paintings, sculptures, honorary memorials, tributes and more) shall be permitted in any of the Planning Areas, but the City shall have sole permitting authority for anything placed within public right-of-way.
- iii. A dedicated green space is included at the roundabout between Planning Areas VC-1 and GCC. This space is for green space (natural landscaping features and lighting) and for public art and honorary memorials or tributes. Vehicular access into or through this green space is limited to the roadway locations as illustrated on the PD. The extent of this green space is measured from the center point of the circular roundabout. At Planning Areas VC-1, GCC-3 and MF-7, the green space extends 280 feet from center point, into the parcel and across the extents of the roundabout frontage as illustrated. At Planning Areas GCC-2 it extends 230 feet from center point into the parcel and across the extents of the round-about frontage as illustrated. While the City shall have sole permitting authority for anything placed within public right-of-way, the center of the roundabout, from edge of right-of-way inward, may be governed and maintained by an Association or Metro District.
- iv. The entity responsible for maintenance for the above-referenced landscape features and artwork within the City's right-of-way must be determined at final plat.
- v. Nonfunctional turf, artificial turf, or invasive plant species on commercial or Association property, or a street right-of-way, parking lot, median, or transportation corridor, is prohibited. Artificial turf on athletic fields of play is exempted from the prohibitions.

#### 2. Home and Housing Construction

- i. Traditional means and methods for residential housing within the PD are permitted. In addition, modular, panelized, manufactured, and prefabricated homes are acceptable within each Planning Area. All modular, panelized, manufactured, and prefabricated homes must be installed on a permanent foundation and resemble traditional stick-built homes in appearance incorporating traditional features such as pitched roofs, gable or hip roof styles, and exterior siding materials like wood, vinyl, brick, or stone. Mobile Homes and Mobile Home Parks are not permitted.

## B. Design Details

### 1. Special Setbacks

The following special setbacks have been included to provide for the safety and privacy of PD residents as well as existing residents surrounding the PD:

- i. Structural setbacks for all properties along the PD boundary shall be a minimum of 20 feet regardless of land use or type of structure.
- ii. A permanent open space of at least 35 feet in width shall be required as a setback from U.S. Highway 50. This area shall be kept free of buildings, structures, and parking and shall contain permanently maintained landscaping, unless screened or protected by natural features, fences, vegetation, or other types of barriers. Fences or structural barriers on the highway right-of-way shall have a maximum height of 3 feet above the highway surface. Signage, in compliance with City standards and permitting, is permitted along U.S. Highway 50.
- iii. A minimum setback of 10 feet shall be required from the right-of-way of any public or private street for all off-street parking lots in the Multifamily, senior housing, and non-residential Planning Areas. Landscaping is required along the perimeters of parking areas to screen them from a public view. Large parking areas are to be broken up with landscaped islands.
- iv. NOS and RR Planning Areas shown with preservation areas are to have buffers, as illustrated, to preserve open space. Buildings and other vertical development are prohibited within these preservation areas.
- v. A 200-foot setback is required along the northeastern boundary line of MF-3, a 100-foot setback is required along the northern boundary of MF-6, and a 75-foot boundary is required along the singular northeast-facing boundary of MF-7, each as illustrated on the PD, to restrict building on the existing berms, reducing impact to existing residents along the adjacent golf course hole.

### 2. Land Use Compatibility

- i. The PD has been designed to avoid conflicts in adjoining land uses wherever possible. Differing types of land uses in adjacent locations may create conflicts and potential negative impacts. Therefore, whenever the use of the property to be developed or redeveloped will conflict with the use of adjoining property, a buffer area shall be located along the property line to minimize potential impacts. These buffer areas may consist of a combination of elements to provide a level of buffering appropriate for the condition. Buffer elements may include vegetation, earth berms or retaining walls, screen fencing, setbacks, walks, or roadways.

Where appropriate, buffer areas will serve several purposes in the PD, as follows:

- To minimize the potential negative visual impacts between and among different land uses.
- To minimize the potential conflicts in noise levels generated by dissimilar land uses.
- To provide barriers for protection between land uses where lighting/glare levels are widely divergent.
- To create and maintain a sense of community by providing spatial identity among land uses and neighborhoods and preserve unique characteristics of individual neighborhoods.

To achieve compatibility the following standards should be considered in the final plat:

- Additional Setback: An additional setback at a 1:1 ratio shall be provided for each foot of height a higher intensity land use exceeds the maximum allowable building height of the lower intensity land use, or by stepping the structure to achieve the same effect.
- Plant Materials: In general, a minimum of 30% of plant material used for buffers or screening should be coniferous. In areas where noise and glare are problems and visual screening is most important, plant materials should be 50%-75% evergreens and flowering trees, depending upon conditions.
- Deciduous trees should have a minimum 2-1/2" caliper; coniferous trees should be a minimum of 6' in height.
- Earth Berms/Retaining Walls: Earth berms shall be 2' minimum height. Where conditions do not allow two-sided hedging, retaining walls may be used to provide one-sided hedging. In such case, the retaining wall shall be located on the inward-facing side of the berm.
- Screen fencing: Screen fencing shall not exceed 6' in height unless special conditions require greater heights, as approved by the City.
- Buffer Widths: The following table provides required minimum widths for buffer areas to separate adjacent land uses. The buffers will primarily consist of landscaping and/or landscaped berms to create a natural looking barrier between different land use types. The look and feel of these buffers should be consistent with the surrounding landscaping and should provide for a natural transition between the uses. The detail of the landscaping and berms will be included in the site plan for each Planning Area and shall be maintained by an Association or Metro District.

Development of non-residential and multi-family residential parcels will be done in accordance with the development standards outlined in chapter 17.06 of the UDC, as amended.

### 3. Sign Standards

The sign standards in the UDC shall apply to each Planning Area as follows:

R Districts sign standards - Apply to Planning Areas RR, SFR, ULR and MF

GC District sign standards - Apply to Planning Areas CC, NC, and GCC

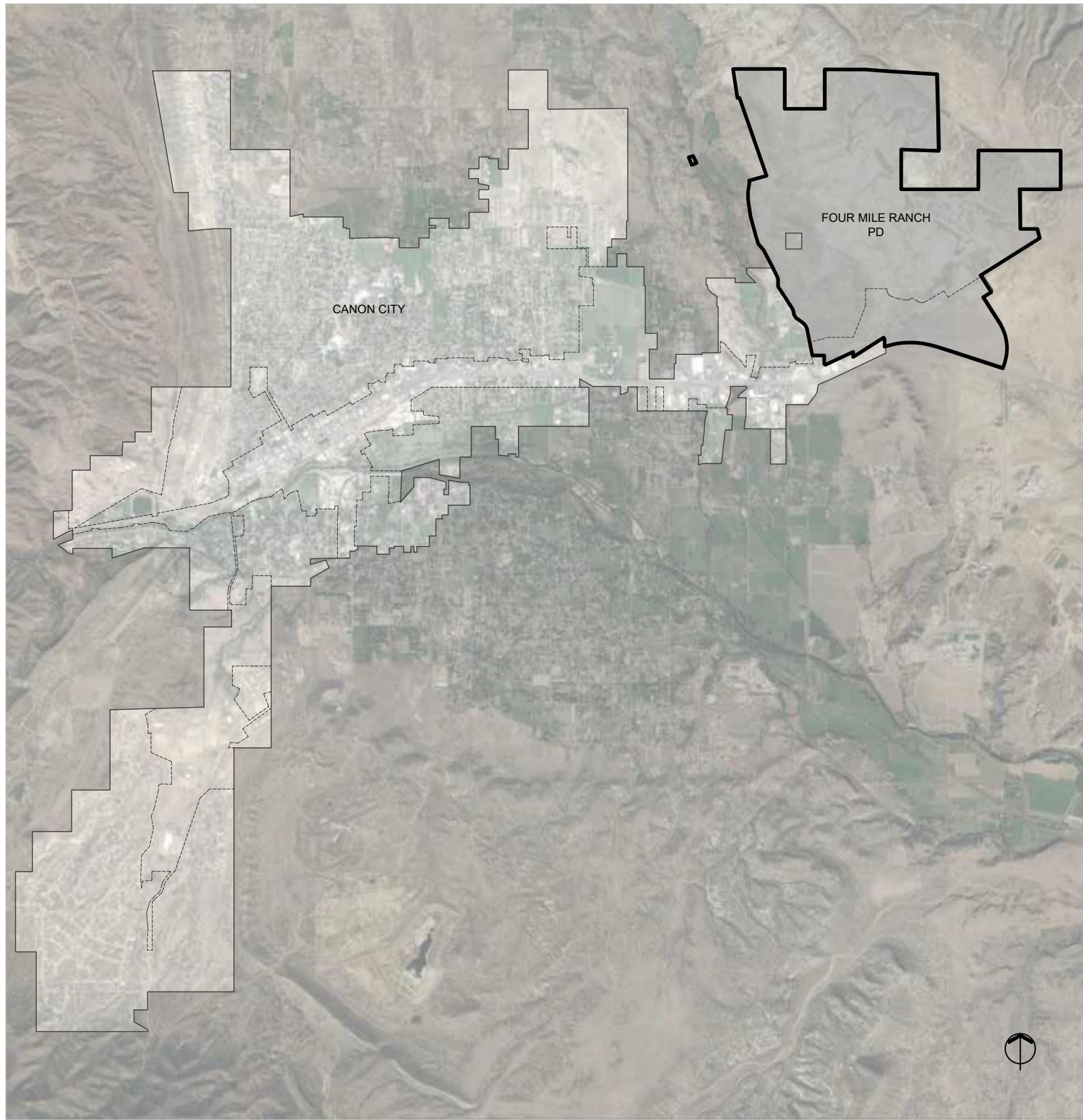
### 4. Underground Utility Requirements

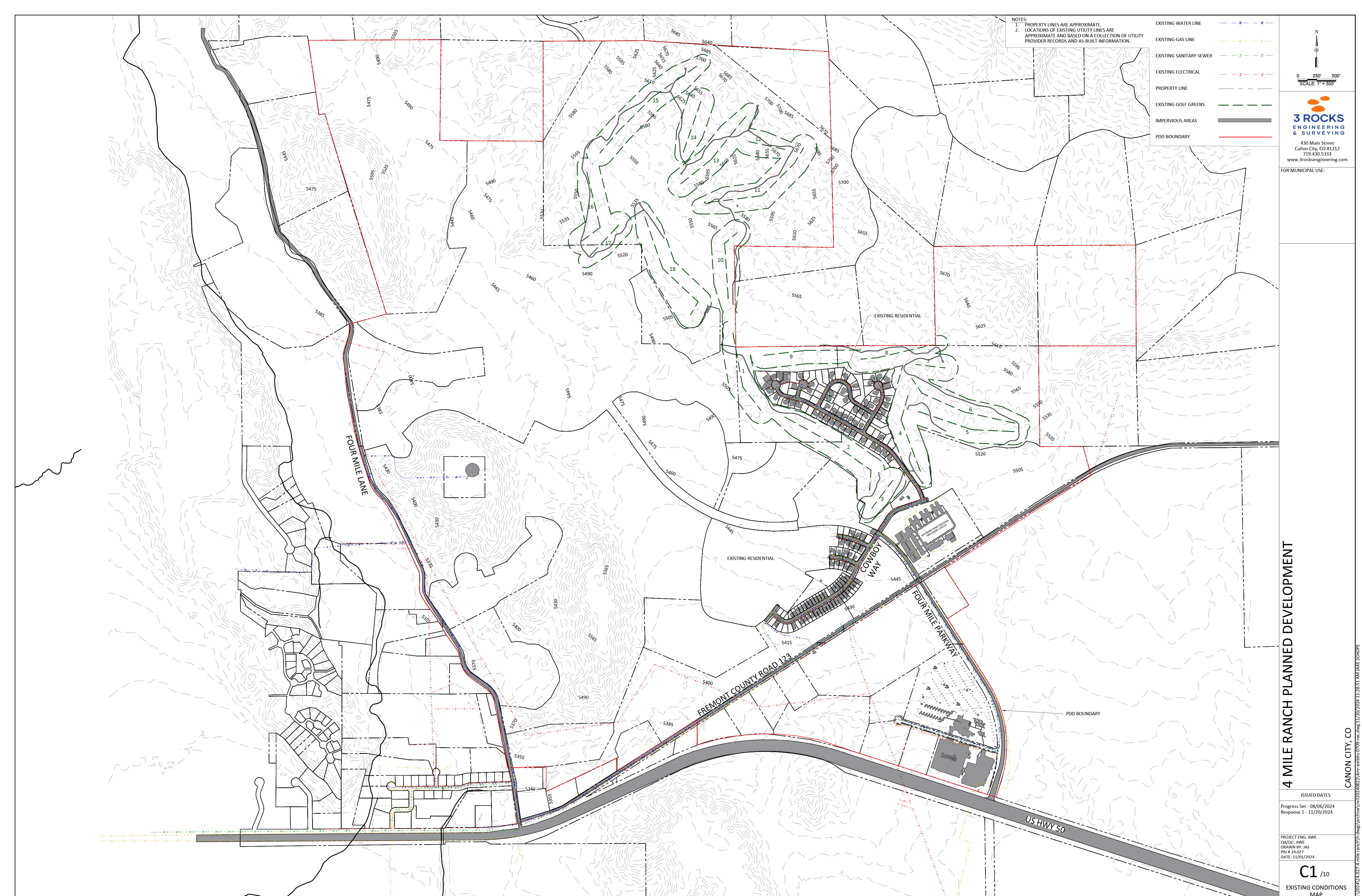
All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless it cannot be accomplished by direct burial.

# FOUR MILE RANCH

## PLANNED DEVELOPMENT

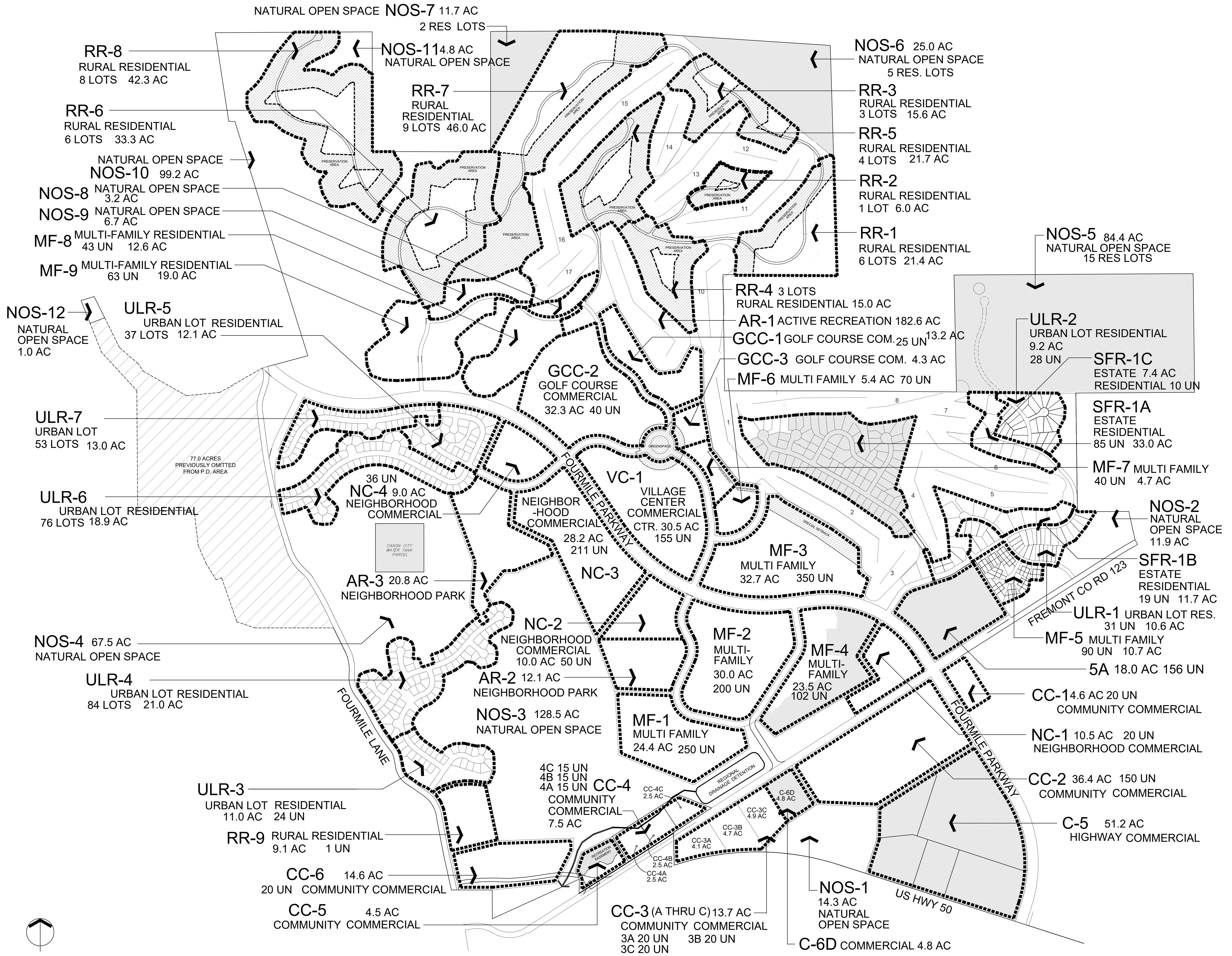
### VICINITY MAP





# FOUR MILE RANCH

## PLANNED DEVELOPMENT PLAN



The undersigned, being all the landowners, mortgagees and lienholders for the property describing itself as the Sunrise Canyon Planned Development District have laid out the internal land use areas shown on this Development Plan. This Development Plan, along with the associated Development Guide, form the regulatory zoning for the subject property, as adopted by Ordinance No. Series of 20\_\_\_.  
  
(Name), (Title) (Date)

This Planned Development was reviewed and approved by the City of Cañon City Planning Commission following a Public Hearing conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This Planned Development was reviewed and approved by the City Council of the City of Cañon City, following a Public Hearing conducted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I hereby certify that this Planned Development Plan was filed in my office on this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_, at \_\_\_M, and was recorded with Reception No.: \_\_\_\_\_

PARCEL	LAND USE DESIGNATION	GROSS ACRES	% OF TOTAL	MAX. DENSITY (RESIDENTIAL)	DWELLING UNITS (RESIDENTIAL)
<b>RESIDENTIAL</b>					
SFR-1A	SINGLE FAMILY, ESTATE LOT	33.0 ac		2.58 un/ac	85 un
SFR-1B	SINGLE FAMILY, ESTATE LOT	11.7 ac		1.62 un/ac	19 un
SFR-1C	SINGLE FAMILY, ESTATE LOT	7.4 ac		1.35 un/ac	10 un
<b>SUBTOTAL</b>	<b>ESTATE LOTS</b>	<b>52.1 ac</b>	<b>3.33 %</b>	<b>2.19 un/ac</b>	<b>114 un</b>
ULR-1	SINGLE FAMILY, URBAN LOT	2.92 ac		3.21 un/ac	31 un
ULR-2	SINGLE FAMILY, URBAN LOT	9.2 ac		3.04 un/ac	28 un
ULR-3	SINGLE FAMILY, URBAN LOT	11.0 ac		2.18 un/ac	24 un
ULR-4	SINGLE FAMILY, URBAN LOT	21.0 ac		4.00 un/ac	84 un
ULR-5	SINGLE FAMILY, URBAN LOT	12.1 ac		3.06 un/ac	37 un
ULR-6	SINGLE FAMILY, URBAN LOT	18.9 ac		4.02 un/ac	76 un
ULR-7	SINGLE FAMILY, URBAN LOT	13.0 ac		4.08 un/ac	53 un
<b>SUBTOTAL</b>	<b>URBAN LOTS</b>	<b>119.5 ac</b>	<b>7.65 %</b>	<b>3.64 un/ac</b>	<b>435 un</b>
NOS-5 ***	NATURAL OPEN SPACE W/ RES	84.4 ac		0.18 un/ac	15 un
NOS-6 ***	NATURAL OPEN SPACE W/ RES	25.0 ac		0.20 un/ac	5 un
NOS-7 ***	NATURAL OPEN SPACE W/ RES	11.7 ac		0.17 un/ac	2 un
RR-1	SINGLE FAMILY, RURAL	21.4 ac		0.28 un/ac	6 un
RR-2	SINGLE FAMILY, RURAL	6.0 ac		0.17 un/ac	1 un
RR-3	SINGLE FAMILY, RURAL	15.6 ac		0.19 un/ac	3 un
RR-4	SINGLE FAMILY, RURAL	15.0 ac		0.20 un/ac	3 un
RR-5	SINGLE FAMILY, RURAL	21.7 ac		0.18 un/ac	4 un
RR-6	SINGLE FAMILY, RURAL	33.3 ac		0.18 un/ac	6 un
RR-7	SINGLE FAMILY, RURAL	46.0 ac		0.20 un/ac	9 un
RR-8	SINGLE FAMILY, RURAL	42.3 ac		0.19 un/ac	8 un
RR-9	SINGLE FAMILY, RURAL	9.10 ac		0.11 un/ac	1 un
<b>SUBTOTAL</b>	<b>RURAL LOTS</b>	<b>331.5 ac</b>	<b>21.21 %</b>	<b>0.19 un/ac</b>	<b>63 un</b>
5-A ***	MULTI FAMILY	18.0 ac		8.67 un/ac	156 un
MF-1	MULTI FAMILY	24.4 ac		10.25 un/ac	250 un
MF-2	MULTI FAMILY	30.0 ac		6.67 un/ac	200 un
MF-3	MULTI FAMILY	32.7 ac		10.70 un/ac	350 un
MF-4	MULTI FAMILY	23.5 ac		4.34 un/ac	102 un
MF-5	MULTI FAMILY	10.7 ac		8.41 un/ac	90 un
MF-6	MULTI FAMILY	5.4 ac		12.96 un/ac	70 un
MF-7	MULTI FAMILY	4.7 ac		8.51 un/ac	40 un
MF-8	MULTI FAMILY	12.6 ac		3.41 un/ac	43 un
MF-9	MULTI FAMILY	19.0 ac		3.32 un/ac	63 un
<b>SUBTOTAL</b>	<b>MULTI FAMILY UNITS</b>	<b>157.5 ac</b>	<b>10.08 %</b>	<b>8.01 un/ac</b>	<b>1,262 un</b>
<b>TOTAL RESIDENTIAL</b>		<b>660.6 ac</b>	<b>42.27 %</b>	<b>2.84 un/ac</b>	<b>1,874 un</b>
<b>COMMERCIAL</b>					
C-5 ***	HIGHWAY COMMERCIAL	51.2 ac			
VC-1	VILLAGE CENTER COMMERCIAL	30.5 ac		5.08 un/ac	155 un
GCC-1	GOLF COURSE COMMERCIAL	13.2 ac		1.89 un/ac	25 un
GCC-2	GOLF COURSE COMMERCIAL	32.3 ac		1.24 un/ac	40 un
GCC-3	GOLF COURSE COMMERCIAL	4.3 ac			
CC-1	COMMUNITY COMMERCIAL	4.6 ac		4.35 un/ac	20 un
CC-2	COMMUNITY COMMERCIAL	36.4 ac		4.12 un/ac	150 un
CC-3A	COMMUNITY COMMERCIAL	4.1 ac		4.88 un/ac	20 un
CC-3B	COMMUNITY COMMERCIAL	4.7 ac		4.26 un/ac	20 un
CC-3C	COMMUNITY COMMERCIAL	4.9 ac		4.08 un/ac	20 un
C-6D ***	COMMERCIAL	4.8 ac			
CC-4A	COMMUNITY COMMERCIAL	2.5 ac		6.00 un/ac	15 un
CC-4B	COMMUNITY COMMERCIAL	2.5 ac		6.00 un/ac	15 un
CC-4C	COMMUNITY COMMERCIAL	2.5 ac		6.00 un/ac	15 un
CC-5	COMMUNITY COMMERCIAL	4.5 ac			
CC-6	COMMUNITY COMMERCIAL	14.6 ac		1.37 un/ac	20 un
NC-1	NEIGHBORHOOD COMMERCIAL	10.5 ac		1.90 un/ac	20 un
NC-2	NEIGHBORHOOD COMMERCIAL	10.0 ac		5.00 un/ac	50 un
NC-3	NEIGHBORHOOD COMMERCIAL	28.2 ac		8.44 un/ac	211 un
NC-4	NEIGHBORHOOD COMMERCIAL	9.0 ac		4.00 un/ac	36 un
<b>TOTAL COMMERCIAL</b>		<b>275.3 ac</b>	<b>17.62 %</b>	<b>3.05 ac</b>	<b>832 un</b>
<b>OPEN SPACE</b>					
NOS-1	NATURAL OPEN SPACE	14.3 ac			
NOS-2	NATURAL OPEN SPACE	11.9 ac			
NOS-3	NATURAL OPEN SPACE	129.3 ac			
NOS-4	NATURAL OPEN SPACE	67.5 ac			
NOS-8	NATURAL OPEN SPACE	3.2 ac			
NOS-9	NATURAL OPEN SPACE	6.7 ac			
NOS-10	NATURAL OPEN SPACE	99.2 ac			
NOS-11	NATURAL OPEN SPACE	4.8 ac			
NOS-12	NATURAL OPEN SPACE	1.0 ac			
AR-1	ACTIVE RECREATION	182.6 ac			
AR-2	ACTIVE RECREATION	12.1 ac			
AR-3	ACTIVE RECREATION	20.8 ac			
<b>TOTAL OPEN SPACE</b>		<b>553.2 ac</b>	<b>35.40 %</b>		
NON-TRACT RELATED R.O.W.		73.6 ac	4.71 %		
<b>TOTAL PROJECT AREA</b>		1,560.7 ac	100.00 %	1,730	2,700

Excluded Property, Not part of this PD \*\*\*  
Governed by previous PDD version(s)

Excluded Property, Not part of this PD \*\*\*  
Rezoned to a different zone district

**Date:** December 13, 2024  
**File No.:** 330-F15028-24  
**Buyer(s)/Borrower(s):** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
**Owner(s):** 4 MILE RANCH DV FUND I LLC, A COLORADO LIMITED LIABILITY COMPANY  
**Property:** vacant land, Canon City, CO 81212  
**Assessor Parcel No.:** R040268 and 99927261

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

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**To:** 4 MILE RANCH DV FUND I LLC, A COLORADO LIMITED LIABILITY COMPANY      **Attn:** Byron Elliott  
sent via email

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**To:** 3 Rocks Engineering & Surveying      **Attn:** Miles Small  
**Phone:** (719)430-5333  
**Fax:**  
**Email:** miless@3rockengineering.com

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**To:** 3 Rocks Engineering & Surveying      **Attn:** Alex Ewers  
**Phone:**  
**Fax:**  
**Email:** alexe@3rockengineering.com

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**To:** Johnathan T. Sims

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

330-F15028-24

## 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

**Fidelity National Title Insurance Company**

By:

A handwritten signature in black ink, appearing to read "Michael J. Nolan".

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read "Joseph A. Belongia".

Joseph A. Belongia  
Authorized Officer or Agent

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Cindy Pebley Fidelity National Title Company 804 Main Street Canon City, CO 81212 Phone: 7192753304 Fax: 719-269-3353 Main Phone: (719)275-3304 Email: cpebley@fnf.com	

**Order Number:** 330-F15028-24

**Property Address:** vacant land, Canon City, CO 81212

## SCHEDULE A

1. Commitment Date: December 3, 2024 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured:

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

Proposed Amount of Insurance: \$10,000.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

4 MILE RANCH DV FUND 1 LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### PREMIUMS:

Owner's Policy Premium	\$1250.00
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## END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

\*\*\*\*\*COMPREHENSIVE PARCEL 1\*\*\*\*\*

PARCEL A:

A PARCEL OF LAND WHICH IS LOCATED PARTLY IN SECTIONS 19 AND 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST, AND PARTLY IN SECTION 23, 24, 25 AND 26, TOWNSHIP 18, SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF FREMONT, STATE OF COLORADO, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 30;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 30, NORTH 89° 39'12" EAST A DISTANCE OF 572.06 FEET; THENCE SOUTH 12°34'35" EAST A DISTANCE OF 324.66 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 123, A RIGHT OF WAY WHICH IS SIXTY FEET WIDE; THENCE SOUTH 28°07'00" EAST DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 123, THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINES THE FOLLOWING TWO COURSES;

1) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3424.39 FEET AND A CENTRAL ANGLE OF 04°25'12", A DISTANCE OF 264.17 FEET;

THENCE SOUTH 57°27'48" WEST DISTANCE OF 2070.00 FEET TO THE EASTERLY LINE OF LOT 2 OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 SOUTH 00°37'05" EAST A DISTANCE OF 975.58 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE ALONG THE EASTERLY LINE OF LOT 3 OF SAID SECTION 30 SOUTH 00°37'05" EAST A DISTANCE OF 1326.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE ALONG THE EASTERLY LINE OF LOT 4 OF SAID SECTION 30, SOUTH 00°37'05" EAST A DISTANCE OF 464.90 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 50;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINES THE FOLLOWING TWO COURSES:

1) NORTH 72°11'58" WEST A DISTANCE OF 1462.13 FEET

2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2960.55 FEET AND A CENTRAL ANGLE 36°01'18" A DISTANCE OF 1861.30 FEET;

THENCE ALONG THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 331 AT PAGE 167 OF THE LAND RECORDS OF FREMONT COUNTY, COLORADO AS NOW SURVEYED, NORTH 01°09'50" WEST A DISTANCE OF 286.30 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 123, A RIGHT OF WAY WHICH IS 60 FEET WIDE;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 57°27'48" WEST A DISTANCE OF 1211.84 FEET; THENCE NORTH 32°32'12" WEST A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 123;

THENCE ALONG THE OUTLINE OF A PARCEL OF LAND DESCRIBED IN BOOK 331 AT PAGE 166 OF THE LAND RECORDS OF FREMONT COUNTY, COLORADO AS NOW SURVEYED, THE FOLLOWING TWO COURSES:

1) NORTH 00°37'35" EAST A DISTANCE OF 159.60 FEET;

2) THENCE SOUTH 65°32'59" WEST A DISTANCE OF 1065.00 FEET TO THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°14'09" WEST A DISTANCE OF 320.61 FEET;

THENCE SOUTH 89°56'21" WEST A DISTANCE OF 393.59 FEET TO THE NORTHWEST CORNER OF LOT 3 OF 'THE MEADOWS' AND TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A RIGHT OF WAY WHICH IS 60 FEET WIDE;

THENCE SOUTH 77°29'59" WEST A DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID FOUR MILE ROAD;

THENCE ALONG THE WESTERLY LINES OF SAID RIGHT OF WAY THE FOLLOWING THIRTEEN COURSES:

1) NORTH 12°30'01" WEST A DISTANCE OF 411.47 FEET;

2) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 6630.00 FEET AND A CENTRAL ANGLE OF 03°27'67", A DISTANCE OF 401.04 FEET;

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**EXHIBIT "A"**  
Legal Description

3) THENCE NORTH 09°02'04" WEST A DISTANCE OF 50.56 FEET;  
4) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 46°07'31", A DISTANCE OF 257.61 FEET;  
5) THENCE NORTH 55°09'35" WEST A DISTANCE OF 226.76 FEET;  
6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 44°16'31", A DISTANCE OF 255.01 FEET;  
7) THENCE NORTH 10°53'04" WEST A DISTANCE OF 91.92 FEET;  
8) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 26°07'50", A DISTANCE OF 77.53 FEET;  
9) THENCE NORTH 37°00'54" WEST A DISTANCE OF 112.91 FEET;  
10) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1730.00 FEET AND A CENTRAL ANGLE OF 08°47'10", A DISTANCE OF 265.29 FEET;  
11) THENCE NORTH 28°13'44" WEST A DISTANCE OF 155.37 FEET;  
12) THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 06°49'36", A DISTANCE OF 67.91 FEET;  
13) THENCE NORTH 35°03'20" WEST A DISTANCE OF 31.11 FEET TO THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF FREMONT COUNTY, COLORADO, IN BOOK 1051, PAGE 55, UNDER RECEPTION NO. 589941;  
THENCE ALONG SAID SOUTHERLY LINE NORTH 89°59'53" EAST A DISTANCE OF 36.65 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND;  
THENCE ALONG THE EASTERN BOUNDARY OF SAID TRACT OF LAND FOR THE FOLLOWING THREE COURSES:  
1) NORTH 35°03'20" WEST A DISTANCE OF 246.97 FEET;  
2) THENCE NORTH 02°18'34" EAST A DISTANCE OF 280.69 FEET;  
3) THENCE NORTH 26°03'36" WEST A DISTANCE OF 402.33 FEET TO THE SOUTHERLY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26;  
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°59'03" WEST A DISTANCE OF 906.63 FEET TO THE NORTHEAST 1/16 CORNER OF SAID SECTION 26;  
THENCE ALONG THE WESTERN BOUNDARY LINE OF THE PARCEL HEREIN DESCRIBED THE FOLLOWING SIX COURSES:  
1) NORTH 71°44'28" WEST A DISTANCE OF 214.90 FEET;  
2) THENCE NORTH 19°05'42" WEST A DISTANCE OF 520.81 FEET;  
3) THENCE SOUTH 70°54'18" WEST A DISTANCE OF 64.98 FEET;  
4) THENCE NORTH 32°05'42" WEST A DISTANCE OF 209.92 FEET;  
5) THENCE NORTH 23°30'49" WEST A DISTANCE OF 219.94 FEET;  
6) THENCE NORTH 06°31'26" WEST A DISTANCE OF 393.87 FEET TO A POINT IN FOUR MILE CREEK ON THE SOUTHERLY LINE OF SAID SECTION 25, ALSO BEING THE NORTHERLY LINE OF SAID SECTION 26;  
THENCE ALONG SAID LINE, SOUTH 89°59'42" WEST A DISTANCE OF 629.68 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 23;  
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, NORTH 00°26'31" WEST A DISTANCE OF 1336.72 FEET;  
THENCE ALONG THE NORTHERLY BOUNDARY LINES OF THE PARCEL HEREIN DESCRIBED THE FOLLOWING FOURTEEN COURSES:  
1) NORTH 42°36'29" WEST A DISTANCE OF 581.58 FEET;  
2) THENCE NORTH 21°34'08" WEST A DISTANCE OF 619.89 FEET;  
3) THENCE NORTH 73°24'51" EAST A DISTANCE OF 151.99 FEET;  
4) THENCE SOUTH 26°27'47" EAST A DISTANCE OF 633.44 FEET;  
5) THENCE SOUTH 48°56'13" EAST A DISTANCE OF 279.25 FEET;  
6) THENCE SOUTH 34°53'02" EAST A DISTANCE OF 101.92 FEET;

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7) THENCE SOUTH 60°29'06" EAST A DISTANCE OF 549.71 FEET;  
8) THENCE NORTH 84°44'50" EAST A DISTANCE OF 375.27 FEET;  
9) THENCE NORTH 59°50'31" EAST A DISTANCE OF 546.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FOUR MILE ROAD, A RIGHT OF WAY WHICH IS 60 FEET WIDE;  
10) THENCE NORTH 74°49'07" EAST A DISTANCE OF 60.16 FEET;  
11) THENCE NORTH 74°57'09" EAST A DISTANCE OF 464.38 FEET;  
12) THENCE NORTH 17°17'13" WEST A DISTANCE OF 2733.20 FEET;  
13) THENCE NORTH 86°33'34" WEST A DISTANCE OF 69.81 FEET;  
14) THENCE NORTH 08°39'38" WEST A DISTANCE OF 998.29 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 23;  
THENCE ALONG SAID NORTHERLY LINE NORTH 89°41'06" EAST A DISTANCE OF 1750.12 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23;  
THENCE ALONG THE EASTERLY LINE OF SAID SECTION 23, SOUTH 00°04'06" EAST A DISTANCE OF 1333.80 FEET TO THE NORTH 1/16 CORNER ON SAID LINE;  
THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, SOUTH 89°49'35" EAST A DISTANCE OF 1318.29 FEET TO THE NORTHWEST 1/16 CORNER OF SAID SECTION 24;  
THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, NORTH 00°00'18" WEST A DISTANCE OF 1342.72 FEET TO THE WEST 1/16 CORNER OF THE NORTHERLY LINE OF SAID SECTION 24;  
THENCE ALONG SAID NORTHERLY LINE, NORTH 89°47'10" EAST A DISTANCE OF 1319.75 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 24;  
THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 86°15'25" EAST A DISTANCE OF 2472.39 FEET TO THE SECTION CORNER COMMON TO SECTIONS 18 AND 19 OF RANGE 69 WEST AND SECTIONS 13 AND 24 OF RANGE 70 WEST,  
THENCE SOUTHERLY ALONG THE RANGE LINE COMMON TO SECTION 24, RANGE 70 WEST AND SECTION 19, RANGE 69 WEST, SOUTH 01°42'50" EAST A DISTANCE OF 2568.00 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 24;  
THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24, NORTH 89°26'18" WEST A DISTANCE OF 1273.37 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 24;  
THENCE SOUTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, SOUTH 00°50'22" EAST A DISTANCE OF 1296.26 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 24;  
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, SOUTH 89°59'49" EAST A DISTANCE OF 1293.61 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SECTION 19;  
THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4 A DISTANCE OF 1291.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;  
THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, NORTH 01°13'30" WEST A DISTANCE OF 1303.57 FEET TO THE CENTER-WEST 1/16 CORNER OF SAID SECTION 19;  
THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 19, NORTH 89°39'38" EAST A DISTANCE OF 1340.05 FEET TO THE CENTER OF SAID SECTION 19;  
THENCE CONTINUING ALONG SAID EAST-WEST CENTERLINE, NORTH 89°41'14" EAST A DISTANCE OF 1325.88 FEET TO THE CENTER-EAST 1/16 CORNER OF SAID SECTION 19;  
THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, SOUTH 00°43'01" EAST A DISTANCE OF 1322.89 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 19;  
THENCE ALONG THE SOUTHERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, SOUTH 89°39'36" WEST A DISTANCE OF 1324.67 FEET TO THE CENTER-SOUTH 1/16 CORNER OF SAID

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SECTION 19;  
THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19,  
SOUTH 00°46'08" EAST A DISTANCE OF 1323.52 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED 10 PARCELS:

**PARCEL 1:**

A TRACT OF LAND LOCATED WITHIN THE NW1/4 NW 1/4 OF SECTION 25, AND THE NE 1/4 NE 1/4 OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., CANON CITY, FREMONT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 (BEING A FOUND 1" IRON PIPE) FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 25 (BEING A FOUND 1/2" REBAR WITH SURVEYORS CAP L.S. NO. 10105) BEARS SOUTH 00°07'44" EAST A DISTANCE OF 2618.38 FEET, SAID LINE BEING THE BASIS OF BEARINGS OF THE HEREIN DESCRIBED TRACT OF LAND;  
THENCE SOUTH 11°35'55" EAST FOR 148.70 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 89°58'56" EAST FOR 540.00 FEET;  
THENCE SOUTH 00°01'04" EAST FOR 540.00 FEET;  
THENCE SOUTH 89°58'56" WEST FOR 540.00 FEET;  
THENCE NORTH 00°01'04" WEST FOR 540.00 FEET TO THE POINT OF BEGINNING (CONVEYED TO CANON CITY BY DOCUMENT RECORDED MARCH 6, 1998 IN BOOK 1314 AT PAGE 63, UNDER RECEPTION NO. 675384, RECORDED MARCH 6, 1998 IN BOOK 1314 AT PAGE 59, UNDER RECEPTION NO. 675382 AND RECORDED MARCH 6, 1998 BOOK 1314 AT PAGE 61, UNDER RECEPTION NO. 675383.

**PARCEL 2:**

A STRIP OF LAND TEN (10) FEET IN WIDTH, FIVE FEET ON EACH SIDE OF THE CENTER LINE THEREOF, BEGINNING AT A POINT IN THE NORTHEAST QUARTER OF SECTION TWENTY-SIX, TOWNSHIP EIGHTEEN SOUTH, RANGE SEVENTY WEST OF THE 6TH PRINCIPAL MERIDIAN FROM WHICH A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SIX, TWENTY (20) CHAINS FROM THE CENTER OF SAID SECTION TWENTY-SIX, BEARS SOUTH 03°27' EAST, TWENTY AND NINETY-SEVEN HUNDREDTHS (20.97) CHAINS, AND THENCE EXTENDING BY SUCH COURSES AND DISTANCES AS THAT THE CENTER LINE THEREOF SHALL BE AS HEREINAFTER DESCRIBED TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SIX FROM WHICH THE NORTHEAST CORNER OF SAID SECTION TWENTY-SIX BEARS NORTH 35°54' EAST TWENTY-FIVE AND THREE HUNDREDTHS (25.03) CHAINS THE CENTER LINE OF SAID STRIP OF LAND DESCRIBED AS FOLLOWS:  
BEGINNING AT SAID ABOVE DESCRIBED POINT IN THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SIX AND THENCE NORTH 83°56' EAST ONE HUNDRED AND NINETY-NINE AND TWO TENTHS (199.2) FEET;  
THENCE SOUTH 79°19' EAST ONE HUNDRED AND EIGHTY-SIX AND TWO TENTHS (186.2) FEET;  
THENCE SOUTH 55°15' EAST ONE HUNDRED AND TWELVE AND THREE TENTHS (112.3) FEET TO SAID ABOVE DESCRIBED POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TWENTY-SIX.

**PARCEL 3:**

A PARCEL IN THE N1/2 OF THE NE1/4 AND THE NE1/4 NW1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID EAST ONE HALF OF THE NORTHWEST ONE QUARTER;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID EAST ONE HALF OF THE NORTHWEST ONE QUARTER TO THE NORTH QUARTER CORNER OF SAID SECTION 24;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST ONE QUARTER TO THE NORTHEAST

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CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST ONE QUARTER FOR A DISTANCE OF 1,240 FEET, MORE OR LESS;

THENCE NORTHWESTERLY TO A LINE BEING 1 FOOT SOUTH AND PARALLEL TO SAID NORTH LINE OF THE NORTHEAST ONE QUARTER, FOR A DISTANCE OF 2,146 FEET;

THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE WEST LINE OF SAID NORTHEAST ONE QUARTER;

THENCE WESTERLY ALONG A LINE BEING 1 FOOT SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID EAST ONE HALF OF THE NORTHWEST ONE QUARTER FOR A DISTANCE OF 556 FEET;

THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 24;

THENCE NORtherly ALONG THE WEST LINE OF SAID EAST ONE HALF OF THE NORTHWEST ONE QUARTER TO THE POINT OF BEGINNING.

**PARCEL 4:**

THE NE1/4 SW1/4 AND THE NW1/4 SE1/4 OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO

**PARCEL 5:**

LOT 1 FOUR MILE RANCH PLANNING AREA 5A, FINAL PLANNED DEVELOPMENT PLAN, ACCORDING TO THE PLAT RECORDED DECEMBER 16, 2003 UNDER RECEPTION NO. 780392.

**PARCEL 6:**

FOUR MILE PLANNING AREA C-4 OF THE FOURMILE RANCH DEVELOPMENT GUIDE COMPREHENSIVE PLAN AMENDMENT DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M., AND A PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 30; (BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID LINE BEING MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 24657, AND MONUMENTED AT THE EAST END BY A 3" BLM BRASS CAP, SAID LINE ASSUMED TO BEAR NORTH 88°35'46" WEST).

THENCE NORTH 88°35'46" WEST, 1320.21 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°37'06" EAST, 1310.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE CONTINUE SOUTH 00°37'06" EAST, 334.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 123 AS CURRENTLY FENCED AND MONUMENTED.

THENCE SOUTH 57°27'48" WEST, 386.44 FEET ALONG SAID SOUTHWESTERLY RIGHT OF LINE;

THENCE SOUTH 32°32'12" EAST, 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUE SOUTH 32°32'12" EAST, 904.50 FEET;

THENCE SOUTH 57° 27'48" WEST, 1291.38 FEET;

THENCE NORTH 87°20'42" WEST, 664.92 FEET;

THENCE NORTH 32°32'12" WEST, 521.30 FEET TO A LINE 10 FEET SOUTHEASTERLY AND PARALLEL TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 123;

THENCE NORTH 57°27'48" EAST, 1834.77 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

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**PARCEL 7:**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; (BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 23 ASSUMED TO BEAR NORTH 00°26'31" WEST)

THENCE NORTH 00°26'31" WEST 1336.72 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 23 TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23,

THENCE NORTH 42°36'29" WEST 581.58 FEET;

THENCE NORTH 21°34'08" WEST 344.97 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUE NORTH 21°34'08" WEST 274.92 FEET;

THENCE NORTH 73°24'51" EAST 151.99 FEET;

THENCE SOUTH 26°27'47" EAST 267.67 FEET;

THENCE SOUTH 68°25'52" WEST 173.83 FEET TO THE POINT OF BEGINNING.

**PARCEL 8:**

FOUR MILE PLANNING AREA C-6 OF THE FOUR MILE RANCH DEVELOPMENT GUIDE COMPREHENSIVE PLAN AMENDMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF SAID 6TH P.M.,

(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID LINE BEING MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 24657 AND MONUMENTED AT THE EAST END BY A 3" BLM BRASS CAP, SAID LINE ASSUMED TO BEAR NORTH 88°35'46" WEST)

THENCE NORTH 88°35'46" WEST, 1320.21 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°37'05" EAST, 1310.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°37'05" EAST, 334.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123, THENCE SOUTH 57°27'48" WEST, 2221.21 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE:

THENCE SOUTH 32°32'12" EAST, 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE CONTINUE SOUTH 32°32'12" EAST, 521.30 FEET;

THENCE SOUTH 56°35'20" WEST, 389.94 FEET;

THENCE SOUTH 42°54'48" WEST, 387.43 FEET;

THENCE SOUTH 01°44'33" WEST, 38.93 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 50,

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE LEFT; CONCAVE TO THE SOUTH, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 81°45'38" WEST, 1026.35 FEET, A CENTRAL ANGLE OF 19°57'50", A RADIUS OF 2960.55 FEET, FOR AN ARC DISTANCE OF 1031.56 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 331 AT PAGE 167 OF THE RECORDS OF SAID FREMONT COUNTY;

THENCE NORTH 01°09'50" WEST, 274.58 FEET ALONG SAID EASTERLY TO A LINE 10 FEET SOUTHEASTERLY OF

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AND PARALLEL TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123; THENCE NORTH 57°27'48" EAST, 1579.31 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

**PARCEL 9:**

PARCEL C-9 AS SHOWN ON THE FOUR MILE RANCH PLANNED DEVELOPMENT DISTRICT PLAN. A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND A PORTION OF GOVERNMENT LOT 2, ALL OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1, FOUR MILE RANCH PLANNING AREA 5A, AS RECORDED UNDER RECEPTION NO. 780392 OF THE RECORDS OF SAID FREMONT COUNTY, SAID CORNER ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FOUR MILE PARKWAY AS SHOWN ON SAID FOUR MILE RANCH PLANNING AREA 5A (BEARINGS REFERRED TO HEREIN ARE BASED ON THE SOUTHEASTERLY LINE OF SAID LOT 1, FOUR MILE RANCH PLANNING AREA 5A, RECORDED AS BEARING S57°27'48W.) THENCE S32°32'12"E, 100 FEET ALONG THE SOUTHEASTERLY EXTENSION OF SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123 AS CURRENTLY USED AND MONUMENTED; THENCE N57°27'48"E, 10.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE N57°27'48"E 331.78 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE S32°32'12"E, 589.92 FEET; THENCE S57°27'48"E, 331.78 FEET; THENCE N32°32'12"W, 589.82 FEET TO THE POINT OF BEGINNING.

**PARCEL 10:**

ALL OF FOUR MILE RANCH NOS1 SFR6A SFR6B SUBDIVISION EXEMPTION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2020 UNDER RECEPTION NO. 982983.

**PARCEL B:**

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 30: (BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID LINE BEING MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 24657, AND MONUMENTED AT THE EAST END BY A 3" BLM BRASS CAP, SAID LINE ASSUMED TO BEAR NORTH 88°35'46" WEST, THENCE NORTH 88°35'46" WEST, 1320.21 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°37'06" EAST, 1310.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°37'06" EAST, 334.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 123 AS CURRENTLY FENCED AND MONUMENTED, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED

THENCE NORTH 57°27'48" EAST, 60.34 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 32°32'12" EAST, 589.92 FEET; THENCE SOUTH 57°27'48" WEST, 331.78 FEET; THENCE SOUTH 32°32'12" EAST, 994.08 FEET;

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THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50°20'14", A RADIUS OF 1545.00 FEET, FOR AN ARC DISTANCE OF 1357.36 FEET; THENCE SOUTH 17°48'02" WEST, 216.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 50; THENCE NORTH 72°11'58" WEST, 730.62 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 00°37'05" WEST, 464.90 FEET ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°37'05" WEST, 1326.96 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°37'06" WEST, 975.58 FEET ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING.

NOTE: THE ABOVE DESCRIBED LEGAL DESCRIPTIONS ARE ENCOMPASSED IN THE PLAT OF FOUR MILE RANCH PDD PLAN RECORDED SEPTEMBER 10, 2003 UNDER RECEPTION NO. 774979.

EXCEPTING FROM THE ABOVE PARCELS A AND B THE PROPERTY DESCRIBED ON THE PLAT OF FOUR MILE RANCH MF-4, FILING NO. 1 RECORDED JUNE 8, 2005 UNDER RECEPTION NO. 805271 AND ON THE PLAT OF FOUR MILE RANCH MF-4, FILING NO. 2 RECORDED JUNE 30, 2006 UNDER RECEPTION NO. 822779.

ALSO EXCEPTING THOSE PARCELS MORE PARTICULARLY DESCRIBED IN PARTIAL RELEASES RECORDED APRIL 13, 2007 UNDER RECEPTION NO. 835561 AND RECORDED APRIL 13, 2007 UNDER RECEPTION NO. 835563 AND RECORDED JUNE 22, 2007 UNDER RECEPTION NO. 838608.

—'COMPREHENSIVE PARCEL 4\*\*\*\*\*

4-MILE PARCEL - C-6C

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF SAID 6TH P.M.;  
(BEARINGS REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID LINE BEING MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 24657, AND MONUMENTED AT THE EAST END BY A 3" BLM BRASS CAP, SAID LINE ASSUMED TO BEAR N88°35'46"W.)  
THENCE N88°35'46"W, 1320.21 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;  
THENCE S00°37'05"E, 1310.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;  
THENCE S00°37'05"E, 334.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123;  
THENCE S57°27'48"W, 2611.10 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;  
THENCE S32°32'12"E, 391.77 FEET;  
THENCE S33°58'15"W, 300.00 FEET;

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**EXHIBIT "A"**  
Legal Description

THENCE S17°39'22"W, 130.00 FEET;  
THENCE N32°32'12"W, 594.58 FEET TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123;  
THENCE N57°27'48"E, 375.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

—'COMPREHENSIVE PARCEL 5\*\*\*\*\*

PARCEL C-9 AS SHOWN ON THE FOUR MILE RANCH PLANNED DEVELOPMENT DISTRICT PLAN. A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND A PORTION OF GOVERNMENT LOT 2, ALL OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M. FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1, FOUR MILE RANCH PLANNING AREA 5A, AS RECORDED UNDER RECEPTION NO. 780392 OF THE RECORDS OF SAID FREMONT COUNTY, SAID CORNER ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FOUR MILE PARKWAY AS SHOWN ON SAID FOUR MILE RANCH PLANNING AREA 5A (BEARINGS REFERRED TO HEREIN ARE BASED ON THE SOUTHEASTERLY LINE OF SAID LOT 1, FOUR MILE RANCH PLANNING AREA 5A, RECORDED AS BEARING S57°27'48"W.) THENCE S32°32'12"E, 100 FEET ALONG THE SOUTHEASTERLY EXTENSION OF SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123 AS CURRENTLY USED AND MONUMENTED; THENCE N57°27'48"E, 10.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUE N57°27'48"E 331.78 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE; THENCE S32°32'12"E, 589.92 FEET; THENCE S5°27'48"E, 331.78 FEET; THENCE N32°32'12"W, 589.82 FEET TO THE POINT OF BEGINNING.

1 FOOT STRIP PER DEED 889823

LEGAL DESCRIPTION: (4-MILE - 1' STRIP EAST OF FOURMILE PARKWAY)

A STRIP OF LAND BEING 1 FOOT IN WIDTH LYING OVER AND ACROSS A PORTION OF THE WEST HALF OF SECTION 30 TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M. FREMONT COUNTY, COLORADO, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF "FOUR MILE RANCH PLANNING AREA 5A" AS RECORDED UNDER RECEPTION NO 780392 OF THE RECORDS OF SAID FREMONT COUNTY, SAID CORNER ALSO BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123 AS DESCRIBED IN SAID "FOUR MILE RANCH PLANNING AREA 5A";(BEARINGS REFERRED TO HEREIN ARE BASED ON THE SOUTHEASTERLY LINE OF SAID "FOUR MILE RANCH PLANNING AREA 5A" RECORDED AS BEARING S57°27'48"W.)THENCE N57°27'48"E, 80.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE NORTHEASTERLY CORNER OF THE INTERSECTION OF SAID FREMONT COUNTY ROAD 123 AND FOUR MILE PARKWAY AS DESCRIBED IN SAID "FOUR MILE RANCH PLANNING AREA 5A"; THENCE S32°32'12"E, 60.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 123;

THE FOLLOWING TWO (2) COURSES ARE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE;  
1. THENCE N57°27'48"E, 9.00 FEET TO THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED;  
2. THENCE CONTINUE N57°27'48"E, 1.00 FOOT;

THENCE S32°32'12"E, 1584.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A CENTRAL ANGLE OF 50°20'14", A RADIUS OF 1545.00 FEET, FOR AN ARC DISTANCE OF 1357.36 FEET;

THENCE S17°48'02"W, 216.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE US HIGHWAY 50;

THENCE N72°11'58"W, 1.00 FOOT ALONG SAID NORTHERLY RIGHT OF WAY LINE;

THENCE N17°48'02"E, 216.34 FEET;

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**EXHIBIT "A"**  
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THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 50°20'14", A RADIUS OF 1544.00 FEET, FOR AN ARC DISTANCE OF 1356.48 FEET;  
THENCE N32°32'12"W, 1584.00 FEET TO THE POINT OF BEGINNING.

**120 FOOT ROW PER DEED 889823**

LEGAL DESCRIPTION: (4-MILE - RECOVERY ROW FROM CO RD 123 TO US 50)

A STRIP OF LAND OVER AND ACROSS A PORTION OF THE WEST HALF OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M. , FREMONT COUNTY, COLORADO, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF "FOUR MILE RANCH PLANNING AREA 5A" AS RECORDED UNDER RECEIPTION NO. 780392 OF THE RECORDS OF SAID FREMONT COUNTY, SAID CORNER ALSO BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FREMONT COUNTY ROAD 123 AS DESCRIBED IN SAID "FOUR MILE RANCH PLANNING AREA 5A";(BEARINGS REFERRED TO HEREIN ARE BASED ON THE SOUTHEASTERLY LINE OF SAID "FOUR MILE RANCH PLANNING AREA 5A" RECORDED AS BEARING S57°27'48"W.)

THENCE N57°27'48"E, 80.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE NORTHEASTERLY CORNER OF THE INTERSECTION OF SAID FREMONT COUNTY ROAD 123 AND FOURMILE PARKWAY AS DESCRIBED IN SAID "FOUR MILE RANCH PLANNING AREA 5A";

THENCE S32°32'12"E, 60.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 123;

THENCE N57°27'48"E, 9.00 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED;

THENCE S32°32'12"E, 1584.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50°20'14", A RADIUS OF 1544.00 FEET, FOR AN ARC DISTANCE OF 1356.48 FEET;

THENCE S17°48'02"W, 216.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 50;

THENCE N72°11'58"W, 120.00 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE;

THENCE N17°48'02"E, 216.34 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 50°20'14", A RADIUS OF 1424.00 FEET FOR AN ARC DISTANCE OF 1251.06 FEET;

THENCE N32°32'12"W, 1584.00 FEET;

THENCE N57°27'48"E, 120.00 FEET TO THE POINT OF BEGINNING.

**OPEN SPACE BY DEED 889823**

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF SECTION 30 TOWNSHIP 18 SOUTH, RANGE 69 WEST OF THE 6TH P.M. AND A PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 18 SOUTH RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(BEARING REFERRED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30, SAID LINE BEING MONUMENTED AT THE WEST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 24657, AND MONUMENTED AT THE EAST END BY A 3" BLM BRASS CAP, SAID LINE ASSUMED TO BEAR N88°35'46"W.)

BEGINNING AT THE MOST EASTERLY CORNER OF "FOUR MILE RANCH C-6D ADMINISTRATIVE SUBDIVISION WAIVER PLAT", AS RECORDED UNDER RECEIPTION NO. 821452 OF THE RECORDS OF SAID FREMONT COUNTY;

THENCE S87°26'42"E, 664.92 FEET;

THENCE S01°50'26"W, 353.19 FEET;

THENCE S17°48'02"W, 410.80 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 50;

THE FOLLOWING TWO (2) COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE;

1. THENCE N72°11'58"W, 317.95 FEET;

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**EXHIBIT "A"**  
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2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 16°03'29", A RADIUS OF 2960.55 FEET, FOR AN ARC DISTANCE OF 829.74 FEET TO THE MOST SOUTHERLY CORNER OF "FOUR MILE RANCH C-6B ADMINISTRATIVE SUBDIVISION WAIVER PLAT-RECORDED UNDER RECEPTION NUMBER 826040;

THENCE N01°44'33"E, 38.93 FEET ALONG THE EASTERLY LINE OF SAID "FOUR MILE RANCH C-6B ADMINISTRATIVE SUBDIVISION WAIVER PLAT" TO THE MOST SOUTHERLY CORNER OF "FOUR MILE RANCH C-6C ADMINISTRATIVE SUBDIVISION WAIVER PLAT", RECORDED UNDER RECEPTION NO. 826041

THENCE N42°54'48"E, 387.43 FEET ALONG THE SOUTHWESTERLY LINE OF SAID "FOUR MILE RANCH C-6C ADMINISTRATIVE SUBDIVISION WAIVER PLAT" TO THE MOST SOUTHERLY CORNER OF SAID "FOUR MILE RANCH C-6D ADMINISTRATIVE SUBDIVISION WAIVER PLAT";

THENCE N56°35'20"W, 389.94 FEET ALONG THE SOUTHWESTERLY LINE OF SAID "FOUR MILE RANCH C-6D ADMINISTRATIVE SUBDIVISION WAIVER PLAT" TO THE POINT OF BEGINNING.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay the premiums, fees, and charges for the Policy.
3. Evidence that any and all assessments for common expenses, if any, have been paid.
4. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. Recordation of Statement of Authority for 4 MILE RANCH DV FUND I LLC, A COLORADO LIMITED LIABILITY COMPANY pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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

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

**END OF SCHEDULE B, PART I**

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## SCHEDULE B, PART II - Exceptions

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

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

8. RIGHT OF WAY FOR IRRIGATION DITCHES AS GRANTED IN DOCUMENTS RECORDED JULY 22, 1874, IN [BOOK E AT PAGE 634](#) AND RECORDED JULY 22, 1874 IN [BOOK E PAGE 636](#) AND RECORDED FEBRUARY 24, 1872 [BOOK C AT PAGE 416](#).
9. RESERVATION OF A RIGHT TO USE ANY LUMBER AS SET FORTH IN DOCUMENT RECORDED APRIL 24, 1883 IN [BOOK 20 AT PAGE 481](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

10. RESERVATIONS AS CONTAINED IN THE FOLLOWING PATENTS OF THE UNITED STATES RECORDED:  
 FEBRUARY 20, 1885 IN [BOOK 27 AT PAGE 287](#)  
 JUNE 16, 1888 IN [BOOK 34 AT PAGE 594](#)  
 JUNE 2, 1887 IN [BOOK 34 AT PAGE 38](#)  
 JANUARY 15, 1887 IN [BOOK 54 AT PAGE 468](#)  
 FEBRUARY 4, 1885 IN [BOOK 27 AT PAGE 276](#)  
 DECEMBER 29, 1885 IN [BOOK 13 AT PAGE 624](#)  
 SEPTEMBER 17, 1888 IN [BOOK 39 AT PAGE 124](#)  
 APRIL 26, 1883 IN [BOOK 13 AT PAGE 508](#)  
 FEBRUARY 16, 1910 IN [BOOK 156 AT PAGE 369](#)  
 AUGUST 9, 1952 IN [BOOK 330 AT PAGE 249](#)  
 APRIL 14, 1910 IN [BOOK 156 AT PAGE 471](#).
11. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL OR OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ANY CAUSE, NATURAL OR UNNATURAL, OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE FOUR MILE CREEK, BEAVER CREEK AND THE ARKANSAS RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.
12. RIGHT OF WAY FOR INGRESS AND EGRESS FOR DITCH MAINTENANCE AS SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 10, 1907, IN [BOOK 122 AT PAGE 70](#).
13. RIGHT OF WAY FOR THE NORTH MESA CANAL RECORDED MARCH 16, 1907 UNDER RECEPTION NO. [78509](#) AND AS RECORDED MAY 2, 1908 UNDER RECEPTION NO. [82497](#).
14. RIGHT OF WAY FOR INGRESS AND EGRESS FOR DITCH MAINTENANCE AS SET FORTH IN INSTRUMENT RECORDED JULY 29, 1908, IN [BOOK 152 AT PAGE 192](#).
15. RIGHT OF WAY FOR BEAVER WATER AND IRRIGATION COMPANY'S SYSTEM OF RESERVOIRS AND CANALS RECORDED FEBRUARY 12, 1909 UNDER RECEPTION NO. [85096](#)
16. RIGHT OF WAY FOR SECTION 1 & 2 DEWEES, AS SHOWN ON MAP RECORDED NOVEMBER 10, 1909 UNDER RECEPTION NO. [87362](#).
17. RIGHT OF WAY FOR THE MARIGOLD DITCH AND RESERVOIR RECORDED SEPTEMBER 5, 1911 UNDER RECEPTION NO. [93604](#).
18. RESERVATIONS OF RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES IN PATENT RECORDED AUGUST 2, 1912 IN [BOOK 172 AT PAGE 33](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

19. THE RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, OPERATE AND MAINTAIN ITS LINES OF TELEPHONE AND TELEGRAPH, INCLUDING THE NECESSARY POLES, CABLE WIRES AND FIXTURES UPON, OVER AND ACROSS THE SUBJECT PROPERTY AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AND MORE FULLY DESCRIBED IN INSTRUMENT RECORDED MARCH 6, 1928 IN [BOOK 241 AT PAGE 423](#) AND RECORDED MARCH 6, 1928 IN [BOOK 241 AT PAGE 424](#) AND RECORDED MARCH 6, 1928 IN [BOOK 241 AT PAGE 428](#) AND RECORDED MARCH 6, 1928 IN [BOOK 241 AT PAGE 429](#) AND RECORDED MAY 22, 1928 IN [BOOK 246 AT PAGE 233](#).
20. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED MAY 4, 1943, IN [BOOK 211 AT PAGE 363](#), IN INSTRUMENT RECORDED JULY 8, 1943 IN [BOOK 286 AT PAGE 496](#), IN INSTRUMENT RECORDED MARCH 21, 1949 IN [BOOK 316 AT PAGE 346](#), IN INSTRUMENT RECORDED NOVEMBER 25, 1957 IN [BOOK 386 AT PAGE 470](#), IN INSTRUMENT RECORDED MARCH 10, 1952 IN [BOOK 330 AT PAGE 31](#), IN INSTRUMENT RECORDED APRIL 30, 1992 IN [BOOK 1049 AT PAGE 193](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
21. TERMS, CONDITIONS AND PROVISIONS OF EASMENT GRANTED TO WESTERN POWER AND GAS COMPANY INC RECORDED APRIL 07, 1966 IN [BOOK 476 AT PAGE 488](#) AND RECORDED MARCH 30, 1966 IN [BOOK 476 AT PAGE 320](#) AND RECORDED FEBRUARY 2, 1967 IN [BOOK 487 AT PAGE 121](#) AND RECORDED FEBRUARY 14, 1967 IN [BOOK 487 AT PAGE 337](#).
22. RIGHT OF WAY EASEMENT TO THE MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY AS DESCRIBED IN DOCUMENT RECORDED FEBRUARY 24, 1971 IN [BOOK 532 AT PAGE 137](#).
23. RIGHT OF WAY FOR THE WOFFORD DITCH RECORDED AUGUST 30, 1983 IN [BOOK 694 AT PAGE 40](#).
24. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED APRIL 26, 1993 IN [BOOK 1114 AT PAGE 127](#) AND AMENDED JUNE 9, 2003 UNDER RECEPTION NO. [769453](#).
25. PERMANENT EASEMENT FOR ACCESS AND UTILITIES 30 FEET IN WIDTH TOGETHER WITH A TEMPORY CONSTRUCTION EASEMENT 50 FEET IN WIDTH MORE PARTICULARLY DESCRIBED IN DOCUMENTS RECORDED MARCH 6, 1998 IN [BOOK 1314 AT PAGE 59](#) AND RECORDED MARCH 6, 1998 IN [BOOK 1314 AT PAGE 61](#) AND RECORDED MARCH 6, 1998 IN [BOOK 1314 AT PAGE 63](#) AS SHOWN ON THE SURVEY PLAT FOR FOUR MILE WATER TANK AND EASEMENT RECORDED RECORDED AUGUST 25, 1998 IN [BOOK 1336 AT PAGE 38](#).
26. RIGHT OF WAY FOR FREMONT COUNTY ROADS 123 AND 168 (SHOWN AS FOUR MILE LANE) AS SHOWN ON FREMONT COUNTY ASSESSOR'S MAP NO.S 3821-250 AND 3823-00.
27. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS IN EASEMENT FOR ACCESS AND UTILITIES AS DESCRIBED IN DOCUMENT RECORDED APRIL 27, 2001 UNDER RECEPTION NO. [729898](#).
28. EASEMENT GRANTED TO THE CITY OF CANON CITY, A COLORADO HOME RULE MUNICIPAL CORPORATION, FOR PERPETUAL WATER FACILITY EASEMENT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 17, 2002, UNDER RECEPTION NO. [749261](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

29. TERMS, CONDITIONS AND PROVISIONS OF FOUR MILE RANCH DEVELOPMENT GUIDE COMPREHENSIVE PLAN AMENDMENT RECORDED SEPTEMBER 10, 2003 AT RECEPTION NO. [774978](#).

30. NOTICE OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 04, 2003 AT RECEPTION NO. [779807](#).

31. TERMS, CONDITIONS AND PROVISIONS OF FOUR MILE RANCH METROPOLITAN DISTRICT NO. 1, NO. 2, NO. 3, AND NO. 4 BY DECREE RECORDED DECEMBER 12, 2003 AT RECEPTION NO. [780295](#), [780296](#), [780297](#) AND [780298](#) AND RECORDED APRIL 13, 2005 UNDER RECEPTION NOS. [802615](#), [802616](#) AND [802617](#) AND RECORDED JULY 26, 2005 UNDER RECEPTION NO. [799051](#).

NOTICE OF FEES DUE GIVEN IN CONJUNCTION WITH FOUR MILE RANCH METROPOLITAN DISTRICT NO.S 1, 2, 3 AND 4 RECORDED NOVEMBER 16, 2009 UNDER RECEPTION NO. [869168](#), [869169](#), [869170](#) AND [869171](#).

32. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS CONTAINED IN EASEMENT TO AQUILA RECORDED DECEMBER 18, 2003 UNDER RECEPTION NO. [780540](#).

33. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTIONS RECORDED MARCH 08, 2004 AT RECEPTION NO. [783976](#), [783977](#), [783978](#) AND [783979](#).

34. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS CONTAINED IN EASEMENT TO THE ATMOS ENERGY CORPORATION RECORDED MAY 21, 2004 UNDER RECEPTION NO. [787503](#).

35. TERMS, CONDITIONS AND PROVISIONS OF FREMONT CONSERVATION DISTRICT RECORDED JULY 14, 2004 AT RECEPTION NO. [790162](#) AND FREMONT SANITATION DISTRICT RECORDED DECEMBER 16, 2004, UNDER RECEPTION NO. [797322](#).

36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES AND MATTERS AS SHOWN ON THE PLAT OF FOUR MILE RANCH MF-4, FILING NO. 1 RECORDED JUNE 08, 2005 UNDER RECEPTION NO. [805271](#) AND FOUR MILE RANCH MF-4, FILING NO. 2 RECORDED JUNE 30, 2006 UNDER RECEPTION NO. [822779](#).

37. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT FOR ELECTRIC AND COMMUNICATION LINE TO AQUILA, INC. RECORDED AUGUST 31, 2005 AT RECEPTION NO. [809286](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

38. 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 INSTRUMENT RECORDED SEPTEMBER 06, 2005, UNDER RECEPTION NO. [809453](#). FIRST AMENDMENT RECORDED SEPTEMBER 23, 2005 UNDER RECEPTION NO. [810354](#) AND AMENDMENTS RECORDED JANUARY 19, 2007 UNDER RECEPTION NO. [831895](#) AND [831897](#) AND RECORDED NOVEMBER 20, 2006 UNDER RECEPTION NO. [829520](#).

39. TERMS, CONDITIONS AND PROVISIONS OF ALL GEO-THERMAL RIGHTS RECORDED SEPTEMBER 12, 2005 AT RECEPTION NO. [809770](#).

40. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED JUNE 18, 2009, UNDER RECEPTION NO. [864422](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

41. LEASE IN FAVOR OF CITYLESS INTERNET SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY AS EVIDENCED IN LEASE AGREEMENT RECORDED JULY 8, 2019 UNDER RECEPTION NO. [975368](#).

42. LEASE IN FAVOR OF COLORADO OUTDOOR, INC. DBA MILE HIGH OUTDOOR, A DELAWARE CORPORATION, AS EVIDENCED IN SIGN LEASE AGREEMENT RECORDED NOVEMBER 4, 2019 UNDER RECEPTION NO. [979501](#).

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001247](#).

44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001248](#).

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001249](#).

46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001250](#).

47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001251](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001252](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001253](#).
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001254](#).
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED MAY 17, 2021 UNDER RECEPTION NO. [1001255](#).
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCLUSIVE EASEMENT AGREEMENT RECORDED JULY 21, 2021 UNDER RECEPTION NO. [1004117](#).
53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF PERMANENT GOLF EASEMENT RECORDED JULY 26, 2021 UNDER RECEPTION NO. [1004321](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MAP OF FOUR MILE RANCH PLANNING AREA C5, FOUR MILE RANCH PDD#1 RECORDED JUNE 15, 2022 UNDER RECEPTION NO. [1017542](#).
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [1033137](#).
56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [1033138](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [1033139](#).
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [1033140](#).

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**SCHEDULE B, PART II - Exceptions**  
(continued)

59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE RECORDED DECEMBER 26, 2023 UNDER RECEPTION NO. [1033141](#).

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

## 1. DEFINITIONS

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

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

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

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

## 4. COMPANY'S RIGHT TO AMEND

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

## 5. LIMITATIONS OF LIABILITY

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

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

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

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## DISCLOSURE STATEMENT

(continued)

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

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

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Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

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

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

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

## **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

## **When Information Is Disclosed**

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

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

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

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

## **Security of Your Information**

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

## **Choices With Your Information**

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

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

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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

### **International Users**

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

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

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal

Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

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

**Accessing and Correcting Information; Contact Us**

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

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



## DISCLOSURE RELATED TO ESCROWED FUNDS

Fidelity National Title Company is providing title insurance and closing services in connection with a real estate transaction that you are a party to as a buyer or seller. As part of the transaction, it is intended that funds will be held by Fidelity National Title Company in trust ("Escrow Funds") until disbursement is authorized.

Fidelity National Title Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity.

Unless specified otherwise, it is understood and the parties hereby consent to Fidelity National Title Company depositing or transferring Escrow Funds into an interest-bearing escrow account, and that any interest earned, or other financial benefits received, on such account(s) shall be retained by Fidelity National Title Company.

**Upon request, deposits made to Fidelity National Title Company may be invested on behalf of any party or parties hereto;** provided that any direction to Fidelity National Title Company for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that Fidelity National Title Company is in receipt of the taxpayer's identification number and investment forms it requires. Fidelity National Title Company will furnish information concerning its procedures and fee schedules for investment, not to exceed Seventy-Five And No/100 Dollars (\$75.00).

By signing this disclosure, you, as buyer or seller, are acknowledging your consent to the deposit of Escrow Funds into an escrow account upon which interest and/or other financial benefits earned will be paid to and retained by Fidelity National Title Company.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

# AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

**Order No.:** 330-F15028-24

**Property:** vacant land, Canon City, CO 81212

The undersigned Owner(s) ("Owner") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

vacant land, Canon City, CO 81212

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Owner's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT  
TO FIDELITY NATIONAL TITLE COMPANY**  
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**OWNER(S):**

4 MILE RANCH DV FUND I LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
Byron Elliott

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Byron Elliott, for 4 MILE RANCH DV FUND I LLC, A COLORADO LIMITED LIABILITY COMPANY

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

My Commission Expires: \_\_\_\_\_

(SEAL)

**EXHIBIT "A"**  
Legal Description