

CHEROKEE METROPOLITAN DISTRICT

RESOLUTION 2018 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHEROKEE METROPOLITAN DISTRICT INCLUDING CERTAIN REAL PROPERTY INTO THE BOUNDARIES OF THE DISTRICT

The following Parcels of land are included in this Resolution:

PARCEL A:

THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THE SOUTHERLY 726 FEET OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY SPECIAL WARRANTY DEED RECORDED MAY 16, 1985 IN BOOK 5010 AT PAGE 334.

PARCEL C:

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO, EXCEPT FOR THE WEST 100 ACRES OF LAND AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO THENCE

(1) NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE EAST OF SAID SOUTHEAST CORNER FOR 2644.11 FEET; (2) NORTH 88 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST CORNER FOR 969.43 FEET; (3) SOUTH 00 DEGREES 11 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF THE WEST 100 ACRES OF THE SOUTHEAST 1/4 FOR 264.79 FEET; (4) SOUTH 88 DEGREES 48 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 9, FOR 978.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION CONTAINED WITHIN THAT DEED TO EL PASO COUNTY FOR A ROAD RIGHT OF WAY RECORDED JANUARY 20, 1937 IN BOOK 910 AT PAGE 483 AND EXCEPTING THEREFROM THAT PORTION CONTAINED IN DISTRICT COURT, EL PASO COUNTY

WHEREAS, a Petition for Inclusion of real property into the Cherokee Metropolitan District (“District”) has been received from County Line Estates, LLC and Case International Company, as owners of the property (“Petitioners”), attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, said Petition complies with all requirements of C.R.S. § 32-1-401, *et seq.*;

WHEREAS, notice of public hearing on said inclusion has been published in the Ranchland News in the form prescribed by C.R.S. § 32-1-401(1)(b);

WHEREAS, no person showed cause in writing, and no person appeared in person to show cause orally, why the Petition should not be granted;

WHEREAS, it is in the best interests of the property owner and the users of the District to grant the within inclusion.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cherokee Metropolitan District as follows:

1. The Petition of County Line Estates, LLC and Case International Company for the inclusion of the real property, attached hereto as **Exhibit A** and incorporated herein, into the boundaries of said Cherokee Metropolitan District is hereby granted in its entirety subject to the conditions herein.

2. Petitioners have not determined if there are water rights associated with the property to be included. The District requires that any water rights associated with a property be conveyed to the District upon inclusion. Within sixty (60) days of the date of this resolution, Petitioners shall inform the District whether such water rights exist and, if required by the District, enter into an inclusion agreement with the District, to be approved by the District’s Board of Directors. If Petitioners fail to meet this deadline, this Resolution shall be automatically revoked, without further action by the Board, and the property will not be included.

3. Staff and legal counsel, on behalf of the Board of Directors, are directed to prepare and submit to the District Court in and for the County of El Paso County, State of Colorado, all necessary and appropriate petitions and orders to legally effect the within inclusion, upon the completion of the condition in paragraph 2 in this Resolution.

DONE AND RESOLVED this 10th day of April, 2018.

CHEROKEE METROPOLITAN DISTRICT

By:



Janet D. Cederberg, President

ATTEST:



Melody Helton, Secretary



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd, Colorado Springs, CO 80915-1721
Telephone: (719) 597-5080 FAX: (719) 597-5145

PETITION FOR THE INCLUSION OF REAL PROPERTY IN THE CHEROKEE METROPOLITAN DISTRICT

To: The Board of Directors of Cherokee Metropolitan District

The undersigned Petitioner(s), County Line Estates, L.L.C., being the fee owner(s) of the real property hereinafter described, hereby petition(s) that the hereinafter described real property be included in the Cherokee Metropolitan District ("District"), and in support of this Petition state(s) and represent(s) as follows:

1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitute all the fee owners of such property. conditioned, however, on the District and Petitioner agreeing on a mutually acceptable Inclusion Agreement.
3. That there shall be no withdrawal from this petition after consideration by the Board, nor shall further objections be filed thereto by Petitioner(s).
4. That the inclusion of such property in the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner (s) and to all duly promulgated rules, regulations and rates of the District.
5. That the property owned by Petitioner(s) and sought to be included in the District is accurately described as follows:
(see attached Exhibit A for the Legal Description of property)

PETITIONER

PETITIONER

County Line Estates, L.L.C.
 Name
102 East Pikes Peak, Suite 200
 Address
Colorado Springs, CO 80903

 Signed
Randle W. Case II, Manager
 Printed Name, Title

 Name

 Address

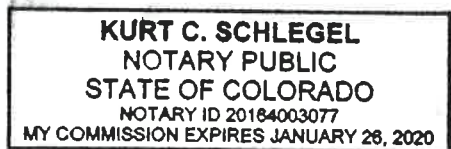
 Signed

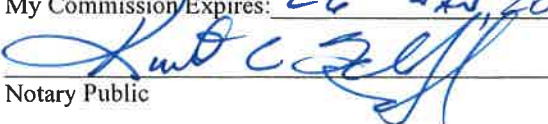
 Printed Name, Title

STATE OF COLORADO)
) SS.
 COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 10th day of APRIL, 2018, by Randle W. Case II, as Manager of County Line Estates, L.L.C.

Witness my hand and official seal.



My Commission Expires: 26 Jan 2020

 Notary Public



CHEROKEE METROPOLITAN DISTRICT

6250 Palmer Park Blvd, Colorado Springs, CO 80915-1721
Telephone: (719) 597-5080 FAX: (719) 597-5145

PETITION FOR THE INCLUSION OF REAL PROPERTY IN THE CHEROKEE METROPOLITAN DISTRICT

To: The Board of Directors of Cherokee Metropolitan District

The undersigned Petitioner(s), Case International Company, being the fee owner(s) of the real property hereinafter described, hereby petition(s) that the hereinafter described real property be included in the Cherokee Metropolitan District ("District"), and in support of this Petition state(s) and represent(s) as follows:

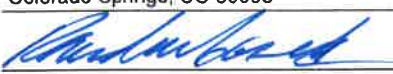
1. That such property is capable of being served with facilities of the District.
2. That assent to the inclusion of such property in the District is hereby given by the undersigned, who constitute all the fee owners of such property. conditioned, however, on the District and Petitioner agreeing on a mutually acceptable Inclusion Agreement.
3. That there shall be no withdrawal from this petition after consideration by the Board, nor shall further objections be filed thereto by Petitioner(s).
4. That the inclusion of such property in the District shall be subject to any and all terms and conditions established by the Board and accepted by Petitioner (s) and to all duly promulgated rules, regulations and rates of the District.
5. That the property owned by Petitioner(s) and sought to be included in the District is accurately described as follows:
(see attached Exhibit A for the Legal Description of property)

PETITIONER

Case International Company

Name
102 East Pikes Peak, Suite 200

Address
Colorado Springs, CO 80903



Signed
Randle W. Case II, President

Printed Name, Title

PETITIONER

Name

Address

Signed

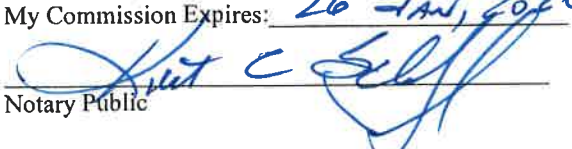
Printed Name, Title

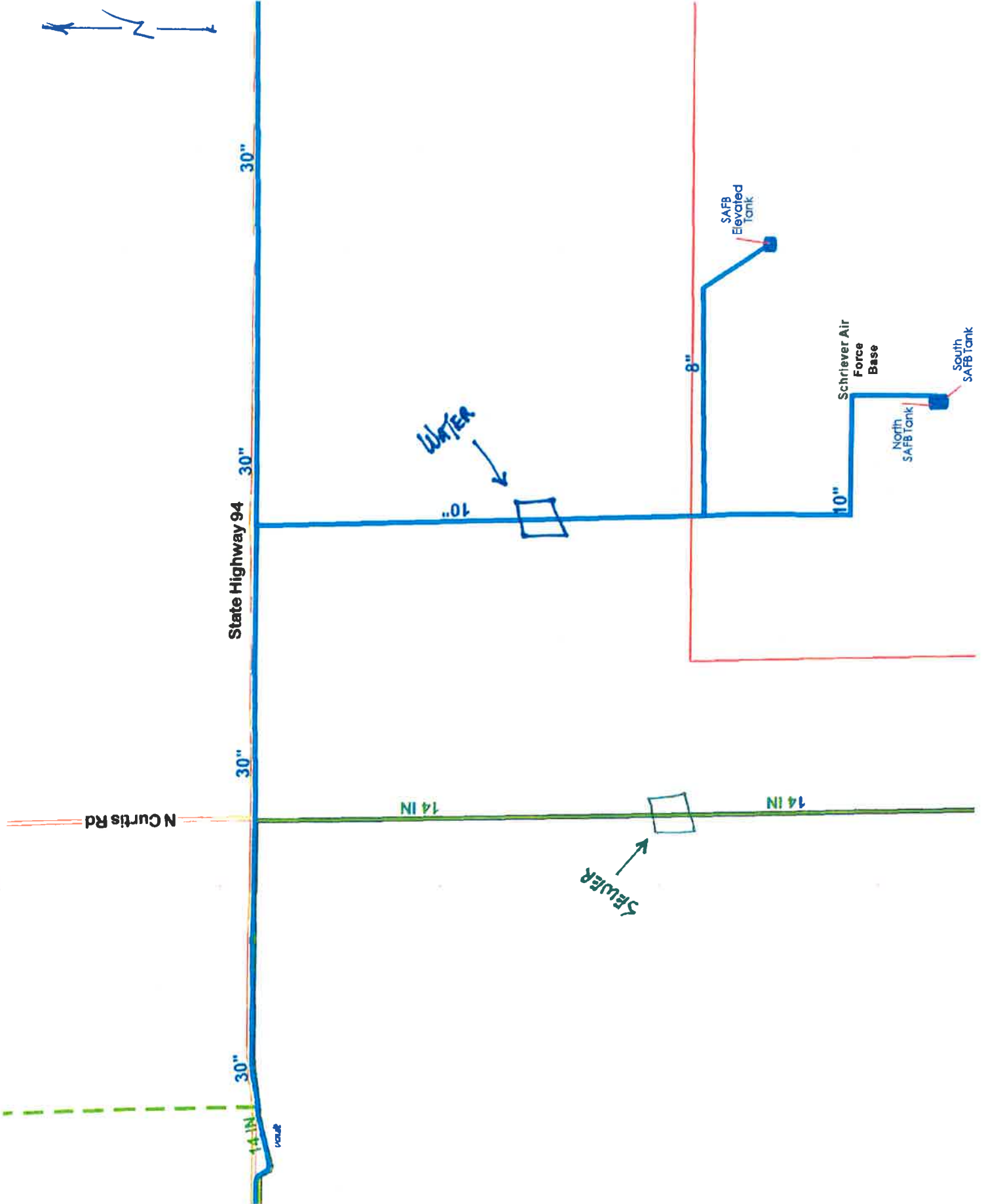
STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2018, by Randle W. Case II,
as President of Case International Company

KURT C. SCHLEGEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184003077
MY COMMISSION EXPIRES JANUARY 26, 2020

Witness my hand and official seal.

My Commission Expires: 26 JAN, 2020

Notary Public





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

Customer Distribution

Our Order Number: RND55068305-2

Date: 03-15-2018

Property Address: S ENOCH RD, COLORADO SPRINGS, CO 80930

For Title Assistance
BEN LOWE
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
719-381-0240 (phone)
303-393-4842 (fax)
blowe@ltgc.com

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

Seller/Owner
CASE INTERNATIONAL COMPANY
Attention: RANDLE CASE II
102 E PIKES PEAK #200
COLORADO SPRINGS, CO 80903
719-338-2273 (phone)
719-633-2700 (work)
rwcse@clr.net
Delivered via: Electronic Mail

MULLIKEN WEINER BERG & JOLIVET PC
Attention: STEVE MULLIKEN
102 S TEJON #900
COLORADO SPRINGS, CO 80903
719-635-8750 (work)
719-635-8706 (work fax)
mulliken@mullikenlaw.com
Delivered via: Electronic Mail

LONG HOPE JOINT VENTURE
Attention: BRYAN LONG
1102 W CHEYENNE RD
COLORADO SPRINGS, CO 80906
btlong@clr.net
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: RND55068305-2

Date: 03-15-2018

Property Address: S ENOCH RD, COLORADO SPRINGS, CO 80930

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANY AS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATION AS TO PARCEL C

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

Estimate of Title Insurance Fees	
TBD Commitment	\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$269.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55068305-2

Customer Ref-Loan No.:

Property Address:

S ENOCH RD, COLORADO SPRINGS, CO 80930

1. Effective Date:

02-07-2018 At 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$5,000.00
Proposed Insured:
A PURCHASER TO BE DETERMINED

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

A FEE SIMPLE

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

COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANY AS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATION AS TO PARCEL C

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

PARCEL A:

THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THE SOUTHERLY 726 FEET OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY SPECIAL WARRANTY DEED RECORDED MAY 16, 1985 IN BOOK 5010 AT PAGE 334.

PARCEL C:

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO, EXCEPT FOR THE WEST 100 ACRES OF LAND AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO THENCE (1) NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST ALONG THE EAST OF SAID SOUTHEAST CORNER FOR 2644.11 FEET; (2) NORTH 88 DEGREES 56 MINUTES 26 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST CORNER FOR 969.43 FEET; (3) SOUTH 00 DEGREES 11 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF THE WEST 100 ACRES OF THE SOUTHEAST 1/4 FOR 264.79 FEET; (4) SOUTH 88 DEGREES 48 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 9, FOR 978.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION CONTAINED WITHIN THAT DEED TO EL PASO COUNTY FOR A ROAD RIGHT OF WAY RECORDED JANUARY 20, 1937 IN BOOK 910 AT PAGE 483. AND EXCEPTING THEREFROM THAT PORTION CONTAINED IN DISTRICT COURT, EL PASO COUNTY,

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55068305-2

Customer Ref-Loan No.:

COLORADO RULE AND ORDER RECORDED OCTOBER 1, 2010 UNDER RECEPTION NO. 210098034.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: RND55068305-2

The following are the requirements must be met:

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

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

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

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

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANYAS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATIONAS TO PARCEL C MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANYAS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATIONAS TO PARCEL C AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. WARRANTY DEED FROM COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANYAS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATIONAS TO PARCEL C TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company
Schedule B, Part II**

(Exceptions)

Order Number: RND55068305-2

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

NOTE: EXCEPTIONS 8 THROUGH 25 AFFECT PARCELS A AND B

- 8. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE 78 WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.**
- 9. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA RECORDED FEBRUARY 1, 1901 IN BOOK 208 AT PAGE 220, AS FOLLOWS:**

SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW, AND THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, A RIGHT-OF-WAY THEREON FOR DITCHES OF CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: RND55068305-2

10. MINERALS AS RESERVED IN DEEDS RECORDED MARCH 28, 1956 IN BOOK 1557 AT PAGE 45 AND MARCH 3, 1960 IN BOOK 1793 AT PAGE 329, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
11. ALL RIGHTS TO ANY AND ALL MINERALS, ORES, AND METALS OF EVERY KIND AND CHARACTER AND ALL COAL, ASPHALTUM, OIL AND OTHER LIKE SUBSTANCES IN OR UNDER SAID LAND AND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING TOGETHER WITH ENOUGH OF THE SURFACE OF SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES AS RESERVED IN PATENT RECORDED FEBRUARY 14, 1953 IN BOOK 1373 AT PAGE 393.
12. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED OCTOBER 27, 1964, IN BOOK 2041 AT PAGE 374.
13. RIGHT OF WAY EASEMENT AS GRANTED TO THE EL PASO COUNTY MUTUAL TELEPHONE COMPANY IN INSTRUMENT RECORDED AUGUST 17, 1973, IN BOOK 2614 AT PAGE 469.
14. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE EL PASO COUNTY TELEPHONE COMPANY RECORDED JANUARY 29, 1982 IN BOOK 3527 AT PAGE 176.
15. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
16. RIGHT OF WAY EASEMENT AS GRANTED TO THE EL PASO COUNTY TELEPHONE COMPANY IN INSTRUMENT RECORDED AUGUST 09, 1983, IN BOOK 3765 AT PAGE 670.
17. RIGHT OF WAY EASEMENT AS GRANTED TO THE EL PASO COUNTY TELEPHONE COMPANY IN INSTRUMENT RECORDED AUGUST 09, 1983, IN BOOK 3765 AT PAGE 671.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 01, 1988, IN BOOK 5490 AT PAGE 1001.
19. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE ELLICOTT METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 11, 1997, UNDER RECEPTION NO. 97015577.
20. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED JANUARY 02, 2008, UNDER RECEPTION NO. 208000263.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED FEBRUARY 07, 2008 UNDER RECEPTION NO. 208014901.
22. OIL AND GAS LEASE RECORDED NOVEMBER 4, 2011 UNDER RECEPTION NO. 211109277 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
23. LEASE BETWEEN COUNTY LINE ESTATES, L.L.C., A COLORADO LIMITED LIABILITY COMPANYS TO PARCELS A AND B CASE INTERNATIONAL COMPANY, A COLORADO CORPORATIONAS TO PARCEL C , LESSOR, AND VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, LESSEE, AS EVIDENCED BY MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT RECORDED

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: RND55068305-2

NOVEMBER 20, 2013, UNDER RECEPTION NO. 213140591.

24. THE EFFECT OF RESOLUTION NO. 14-64, RECORDED FEBRUARY 26, 2014, UNDER RECEPTION NO. 214015508.

25. LEASE BETWEEN VERIZON WIRELESS (VAW) LLC, A DELAWARE LIMITED LIABILITY COMPANY D/B/A VERIZON WIRELESS, LESSOR, AND ATC SEQUOIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, AS EVIDENCED BY MEMORANDUM OF LEASE RECORDED JUNE 19, 2015, UNDER RECEPTION NO. 215063924.

NOTE: EXCEPTIONS 26 THROUGH 28 AFFECT PARCEL C

26. RESERVATION OF MINERAL RIGHTS CONTAINED IN DEED RECORDED MAY 4, 1951 IN BOOK 1293 AT PAGE 615. SUBSEQUENT CONVEYENCE RECORDED APRIL 7, 1987 IN BOOK 5345 AT PAGE 1306.

27. RIGHT OF WAY EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED NOVEMBER 14, 1963, IN BOOK 1986 AT PAGE 410.

28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELLICOTT METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 11, 1997, UNDER RECEPTION NO. 97015577.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



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

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

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

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

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

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

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



LAND TITLE GUARANTEE COMPANY

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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



Authorized Officer or Agent



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Billbrey
President
Rende Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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

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

Customer Distribution

Our Order Number: RND55068306

Date: 02-14-2018

Property Address: 15125 HANDLE RD, COLORADO SPRINGS, CO 80930

For Title Assistance
BEN LOWE
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
719-381-0240 (phone)
303-393-4842 (fax)
blowe@ltgc.com

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

Seller/Owner
CASE INTERNATIONAL COMPANY
Attention: RANDLE CASE II
102 E PIKES PEAK #200
COLORADO SPRINGS, CO 80903
719-338-2273 (phone)
719-633-2700 (work)
rwcse@crlr.net
Delivered via: Electronic Mail

MULLIKEN WEINER BERG & JOLIVET PC
Attention: STEVE MULLIKEN
102 S TEJON #900
COLORADO SPRINGS, CO 80903
719-635-8750 (work)
719-635-8706 (work fax)
mulliken@mullikenlaw.com
Delivered via: Electronic Mail

LONG HOPE JOINT VENTURE
Attention: BRYAN LONG
1102 W CHEYENNE RD
COLORADO SPRINGS, CO 80906
btlong@crlr.net
Delivered via: Electronic Mail