



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **SC55072532.2-2**

Date: **07/05/2022**

Property Address: **MAYBERRY, COLORADO SPRINGS FILING NO. 1A, ELLICOTT, CO**

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

For Closing Assistance

For Title Assistance

ROBERT HAYES
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
rohayes@ltgc.com

Buyer/Borrower

MAYBERRY COMMUNITIES LLC
Attention: JASON KVOLS
3296 DIVINE HEIGHTS #207
COLORADO SPRINGS, CO 80922
(719) 426-7810 (Cell)
(951) 491-6018 (Work)
jasonkvols@mayberrycoloradosprings.com

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55072532.2-2

Property Address:

MAYBERRY, COLORADO SPRINGS FILING NO. 1A, ELLICOTT, CO

1. Effective Date:

06/28/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06

TBD

Proposed Insured:

TBD

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

A Fee Simple

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

MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE.

ALL OF LOTS 61 THROUGH 98, INCLUSIVE, AND TRACTS C, D, E, F, G, H, I AND J, AND PART OF TRACT M, MAYBERRY, COLORADO SPRINGS FILING NO. 1, COUNTY OF EL PASO, COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55072532.2-2

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. 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 AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED SEPTEMBER 28, 1905 IN BOOK 350 AT PAGE 274**
- 10. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN BOOK 3260 AT PAGE 701.**
- 11. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE EL PASO COUNTY TELEPHONE COMPANY RECORDED JANUARY 29, 1982 IN BOOK 3527 AT PAGE 176.**
- 12. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 15, 1982, IN BOOK 3647 AT PAGE 674.**

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(Exceptions)

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27. THE EFFECT OF RESOLUTION NO. 03-487F OF THE BOARD OF COUNTY COMMISSIONERS APPROVING THE SPRINGS EAST DEVELOPMENT PLAN RECORDED MARCH 18, 2004 UNDER RECEPTION NO. [204043959](#).
28. THE EFFECT OF RESOLUTION NO. 03-499 OF THE BOARD OF COUNTY COMMISSIONERS APPROVING THE AMENDED PRELIMINARY PLAN FOR THE SPRINGS EAST VILLAGE SUBDIVISION RECORDED MARCH 22, 2004, UNDER RECEPTION NO. [204045661](#).
29. EASEMENT GRANTED TO EL PASO COUNTY, FOR LANDSCAPE, DRAINAGE, PUBLIC UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 16, 2004, UNDER RECEPTION NO. [204061415](#).
30. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, DETERMINATION NO 598-BD RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NOS. [204189404](#).
PERMITS TO USE EXISTING WELLS, NOS. 61972-F AND 61973-F FILED IN CONNECTION THEREWITH RECORDED NOVEMBER 17, 2004 UNDER RECEPTION NOS. [204190085](#) AND [204190086](#).
31. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, DETERMINATION 599-BD, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. [204189405](#).
32. EASEMENT GRANTED TO EL PASO COUNTY, FOR ROADWAY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 26, 2005, UNDER RECEPTION NO. [205012856](#).
33. EFFECT OF RESOLUTION NO. 06-18 OF THE BOARD OF COUNTY COMMISSIONERS APPROVING THE ELLICOTT TOWN CENTER SKETCH PLAN RECORDED FEBRUARY 28, 2006 UNDER RECEPTION NO. [206029706](#).
34. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE ELLICOTT TOWN CENTER METROPOLITAN DISTRICT, AS EVIDENCED BY RESOLUTION NO. 06-228 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED JULY 05, 2006, UNDER RECEPTION NO. [206098620](#) AND DISTRICT COURT ORDER FROM CASE NO. 06CV3948 RECORDED JANUARY 4, 2007 UNDER RECEPTION NO. [207001700](#). RESOLUTION NO. 14-12 OF THE BOARD OF COUNTY COMMISSIONERS, APPROVING THE SERVICE PLAN AMENDMENT FOR THE ELLICOTT TOWN CENTER METROPOLITAN DISTRICT, RECORDED JANUARY 15, 2014, UNDER RECEPTION NO. [214003507](#).
SPECIAL DISTRICT DISCLOSURE DOCUMENT-ELLICOTT TOWN CENTER METROPOLITAN DISTRICT IN CONNECTION THEREWITH RECORDED DECEMBER 22, 2014, UNDER RECEPTION NO. [214117420](#).
35. THE EFFECT OF THE ELLICOTT TOWN CENTER OVERALL PUD DEVELOPMENT PLANS, RECORDED OCTOBER 06, 2006 UNDER RECEPTION NOS. [206149054](#) AND [206149055](#).
36. THE EFFECT OF RESOLUTION NO. 06-161 OF THE BOARD OF COUNTY COMMISSIONERS APPROVING REZONE FROM PUD ZONE DISTRICT TO AN OVERALL PUD ZONE DISTRICT, RECORDED NOVEMBER 08, 2006 UNDER RECEPTION NO. [206165180](#).
37. THE EFFECT OF RESOLUTION NO. 06-162 OF THE BOARD OF COUNTY COMMISSIONERS APPROVING REZONE FROM PUD ZONE DISTRICT TO A MORE SPECIFIC DISTRICT WITH A SITE SPECIFIC DEVELOPMENT PLAN RECORDED NOVEMBER 08, 2006 UNDER RECEPTION NO. [206165181](#).

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Schedule B, Part II
(Exceptions)

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49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JUNE 24, 2020 UNDER RECEPTION NO. 22088380, RECORDED SEPTEMBER 9, 2020, UNDER RECEPTION NO. 220139219, SEPTEMBER 10, 2020, UNDER RECEPTION NO. 220140324
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. 220211231.
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. 220211232.
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECREE TO ESTABLISH MAYBERRY COLORADO SPRINGS METROPOLITAN DISTRICT NO. 8 RECORDED DECEMBER 28, 2020 UNDER RECEPTION NO. 220212002.
53. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1 RECORDED DECEMBER 28, 2020 UNDER RECEPTION NO. 220714655.
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE TO PURCHASERS RECORDED FEBRUARY 22, 2021 UNDER RECEPTION NO. 22134250.
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MARCH 10, 2021 UNDER RECEPTION NO. 22147142
56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DISCLOSURE NOTICE TO PURCHASER BY MAYBERRY SPRINGS METRO DISTRICTS RECORDED MARCH 26, 2021 UNDER RECEPTION NO. 22160199
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF METRO DISTRICT NO. RECORDED APRIL 29, 2021 UNDER RECEPTION NO. 22185482, 22185463, 22185476, 22185419, 84578, 84568, 22184540 AND 22184919.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDMENT SUBDIVISION IMPROVEMENT AGREEMENT RECORDED APRIL 30, 2021 UNDER RECEPTION NO. 22186550.
59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PLAT MAP CORRECTION FOR MAYBERRY SPRINGS FILING NO. 1 AND NO. 2 RECORDED APRIL 30, 2021 UNDER RECEPTION NO. 22186553, 22186552 AND 22186550.
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF INCLUSION RECORDED JULY 08, 2021 UNDER RECEPTION NO. 221131169.
61. DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS DATED JULY 22, 2021 FROM MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF CORUNDUM PARTNERS INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURE THE AGGREGATE SUM OF \$14,000,000.00 RECORDED JULY 22, 2021 UNDER RECEPTION NO. 221140102.
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBORDINATION AGREEMENT RECORDED JULY 22, 2021 UNDER RECEPTION NO. 221140103.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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



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

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

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

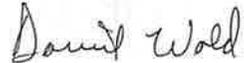


Craig B. Rants, Senior Vice President



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

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by 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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