

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 61270-00-064

2020 TAXES PAYABLE 2021

Owner Per Tax Record: TC&C LLC

Property Type: Real Estate
Property Location: 16390 HIGHWAY 83
Property Description: THAT PT N2N2 SEC 27-11-66 DESC AS FOLS; COM AT NW COR SD SEC 27, TH S88<54'14"E ALG N LN OF SD SEC 1974.02 FT TO THE NW COR OF THE E2NE4NW4 SD SEC 27, TH S >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	87250
Improvement	\$	750
TOTAL	\$	88000

<u>Tax District: PDE</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	682.44
EPC ROAD & BRIDGE (UNSHARED)	0.000330	29.04
LEWIS-PALMER SCHOOL NO 38 - GEN	0.029980	2638.24
LEWIS-PALMER SCHOOL NO 38 - BOND	0.011020	969.76
PIKES PEAK LIBRARY	0.003855	339.24
DONALD WESCOTT FIRE PROTECTION	0.007000	616.00
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	1311.20
El Paso County TABOR Refund	0.000000	-34.58
TOTAL	0.074840	6551.34

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2020 taxes: 0.00

Amount due valid through MARCH 31st, 2021 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 23rd day of FEBRUARY A.D. 2021

Issued to: epc\trsparker Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20210223 48254

By: 

Supplemental Information

Schedule (Account) No: 61270-00-064

Date of Issue: 23rd day of FEBRUARY A.D. 2021

Full Property Description:

00<06'40"E ALG W LN OF SD E2 50.04 FT & POB, TH S00<06'40"E 1262.73 FT, S89<30'26"E 443.60 FT, N00<00'00"W 585.28 FT, N90<00'00"E 454.78 FT, S00<00'00"E 247.11 FT, N90<00'00"W 127.15 FT, S00<00'00"E 340.99 FT, TH S90<30'26"E 1212.80 FT, N00<24'12"W 393.03 FT, N02<29'28"W 870.43 FT TO S LN OF THE N 30.0 FT SD SEC 27, TH N88<54'17"W 856.46, S01<05'43"W 20.0 FT, N88<54'17"W 430.09 FT TO W LN NW4NE4 & POB

Alerts:

Owners:

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 61270-00-065

2020 TAXES PAYABLE 2021

Owner Per Tax Record: TC&C LLC

Property Type: Real Estate

Property Location: 3257 BARK TREE TRL

Property Description: THAT PT N2N2 SEC 27-11-66 DESC AS FOLS; COM AT NW COR OF SD SEC 27, TH S88<54'14"E ALG N LN OF SD SEC 1974.02 FT TONW COR OF THE E2NE4NW4 SD SEC 27, >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	8990
Improvement	\$	16700
TOTAL	\$	25690

<u>Tax District: PDE</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	199.23
EPC ROAD & BRIDGE (UNSHARED)	0.000330	8.48
LEWIS-PALMER SCHOOL NO 38 - GEN	0.029980	770.19
LEWIS-PALMER SCHOOL NO 38 - BOND	0.011020	283.10
PIKES PEAK LIBRARY	0.003855	99.03
DONALD WESCOTT FIRE PROTECTION	0.007000	179.83
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	382.78
El Paso County TABOR Refund	0.000000	-10.10
TOTAL	0.074840	1912.54

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Balance due on 2020 taxes: 0.00

Amount due valid through MARCH 31st, 2021 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 23rd day of FEBRUARY A.D. 2021

Issued to: epcltrsparker Treasurer

Mark Lowderman
Treasurer, El Paso County

By: 

Supplemental Information

Schedule (Account) No: 61270-00-065

Date of Issue: 23rd day of FEBRUARY A.D. 2021

Full Property Description:

THS00<06'40"E 1312.77FT TO THE S LN N2N2, TH S89<30'26"E 443.60 FT FOR POB, TH N00<00'00"W 585.28 FT, S90<00'00"E 454.78 FT, S00<00'00"E 247.11 FT, N90<00'00"W 127.15 FT, S00<00'00"W 340.99 FT, N89<30'26"W 327.64 FT TO POB, TOG W/ACCESS EASEMENT DESC BY REC #211039534

Alerts:

Owners:

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: F0644744-370-CSP

1. **Effective Date:** February 17, 2021 at 8:00 AM AMENDED
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:

JC&C, LLC a Colorado limited liability company

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 3285 Hodgen Rd, 16390 Highway 83, Colorado Springs, CO 80921-1625

Attached Legal Description

A TRACT OF LAND BEING PARCEL 1 AND PARCEL 3 OF THOSE TRACTS AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217125842 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH ONE-HALF OF THE NORTH ONE-HALF (N1/2 N1/2) OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 3, AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 217125842, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 200156068 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 5/8" REBAR (NO CAP), FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 206076668 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 5/8" REBAR WITH ORANGE CAP STAMPED "PLS 32439" BEARS N00°06'39"W (S00°06'40"E PER THAT DEED RECORDED UNDER SAID RECEPTION NO. 217125842), A DISTANCE OF 1262.77 FEET (1262.73 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°06'39"W ALONG THAT LINE COMMON TO SAID PARCEL 3 AND THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 200156068, A DISTANCE OF 1262.77 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076668;

THENCE S88°54'09"E ALONG THAT LINE COMMON TO SAID PARCEL 3 AND SAID RIGHT-OF-WAY PARCEL AND ALONG THE SOUTHERLY LINE OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 206076666 OF SAID COUNTY RECORDS, A DISTANCE OF 1088.19 FEET TO THE SOUTHEAST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076666;

THENCE N01°38'38"E ALONG THAT LINE COMMON TO SAID PARCEL 3 AND THE EASTERLY LINE OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076666, A DISTANCE OF 20.08 FEET TO THE NORTHERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HODGEN ROAD;

THENCE S88°53'52"E ALONG THAT LINE COMMON TO SAID PARCEL 3 AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 856.44 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83;

THENCE ALONG THAT LINE COMMON TO SAID PARCEL 3 AND SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES;

1.) THENCE S02°28'37"E, A DISTANCE OF 870.52 FEET;

2.) THENCE S00°34'26"E, A DISTANCE OF 392.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, ROLLIN' RIDGE RANCHEROS FILING NO. 2, AS RECORDED IN PLAT BOOK G3 AT PAGE 43 UNDER RECEPTION NO. 437854 OF SAID COUNTY RECORDS;

THENCE N89°30'30"W ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 AND SAID PARCEL 1, AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 217125842, SAID LINE ALSO BEING

PAGE 1 OF 2

THE NORTHERLY LINE OF SAID ROLLIN' RIDGE RANCHEROS FILING NO. 2 AND THE NORTHERLY LINE OF ROLLIN' RIDGE RANCHEROS FILING NO. 1, AS RECORDED IN PLAT BOOK H2 AT PAGE 78 UNDER RECEPTION NO. 453371 OF SAID COUNTY RECORDS, A DISTANCE OF 1984.04 FEET TO THE POINT OF BEGINNING,

COUNTY OF EL PASO,
STATE OF COLORADO

SCHEDULE B

Exceptions

1. Any facts, rights, interests, or claims that are 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, which are not shown by the public records.
3. Any encroachments, encumbrances, 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 but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown in the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Plateau Natural Gas Company
Purpose: pipeline
Recording Date: September 18, 1961
Recording No: Book [1882 at Page 318](#); Conveyance of Easements and Right of Way recorded March 24, 1970 in Book [2336 at Page 636](#) and Assignment of Easements recorded July 24, 2008 at Reception No. [208083871](#)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association
Purpose: electric, telephone and telegraph lines
Recording Date: August 8, 1963
Recording No: Book [1969 at Page 410](#); Assignment of Easements and Rights of Way recorded July 15, 1998 at Reception No. [98098694](#)

10. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement as set forth below:

Recording Date: February 5, 1970
Recording No.: Book [2329 at Page 939](#)

11. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement as set forth below:

Recording Date: February 5, 1970
Recording No.: Book [2329 at Page 943](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Letter as set forth below:

Recording Date: July 6, 1993

Recording No.: Book [6209 at Page 236](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Attachment Agreement as set forth below:

Recording Date: May 9, 1994
Recording No.: Book [6443 at Page 746](#)

14. Terms, conditions, provisions, agreements, easements and obligations contained in the Permit Agreement as set forth below:

Recording Date: November 19, 1971
Recording No.: Book [2450 at Page 594](#); Assignment of Right of Way recorded June 12, 1991 in Book [5848 at Page 702](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Board of County Commissioner of El Paso County
Purpose: unknown
Recording Date: April 20, 2006
Recording No.: Reception No. [206057837](#)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Board of County Commissioners of El Paso County
Purpose: unknown
Recording Date: June 20, 2007
Recording No.: Reception No. [207083447](#)

17. Findings and Fact, Conclusions of Law, Judgment and Decree recorded January 28, 2009 at Reception No. 209008061.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: utilities
Recording Date: December 17, 2009
Recording No.: Reception No. [209144532](#)

19. Intentionally Deleted.

20. Intentionally Deleted.

21. All matters as shown on Survey recorded April 7, 2011 at Reception No. [211035247](#).

22. Quitclaim Deed recorded May 26, 2017 at Reception No. [217060907](#) makes reference to water rights.

23. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-278 as set forth below:

Recording Date: July 24, 2019
Recording No.: Reception No. [219084853](#)

24. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-279 as set forth below:

Recording Date: July 24, 2019
Recording No.: Reception No. [219084854](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-280 as set forth below:

Recording Date: July 25, 2019
Recording No.: Reception No. [219085335](#)

26. Terms, conditions, provisions, agreements, easements and obligations contained in the PUD Development Plans Rollin Ridge Estates Commercial Center as set forth below:

Recording Date: May 12, 2020
Recording No.: Reception No. [220065109](#)

27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-339 as set forth below:

Recording Date: September 23, 2020
Recording No.: Reception No. [220148197](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-146 as set forth below:

Recording Date: November 24, 2020
Recording No.: Reception No. [220191670](#)

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE