



VR19.002
Stewart Title Company dba Legacy Title, A
Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920
(719) 442-1900
Fax:

Date: September 22, 2022

File Number: 1825325

Property Address: 16605 Dancing Wolf Way, Colorado Springs, CO 80908

16570 Dancing Wolf Way, Colorado Springs, CO 80908

16615 Dancing Wolf Way, Colorado Springs, CO 80908

16635 Dancing Wolf Way, Colorado Springs, CO 80916

16550 Dancing Wolf Way, Colorado Springs, CO 80908

Buyer/Borrower: TBD TBD

Please direct all Title inquiries to:

Emily Rank

Phone: (303) 696-4980

Fax:

Email Address: coloradotitleofficers@stewart.com

TBD TBD

Delivery Method: Emailed

David Mcelhoes

Alyce Mcelhoes

Roberto Tello Jr.

Joshua Fuson

Ruth Anne Fuson

Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company dba Legacy
Title, A Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



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 countersignature 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.

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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.
- 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.

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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 \$2,000,000 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>.

STEWART TITLE GUARANTY COMPANY

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

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company dba Legacy Title, A Division of Stewart
Issuing Office: 8605 Explorer Dr., Ste 250, Colorado Springs, CO 80920
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1825325
Issuing Office File Number: 1825325
Property Address: 16605 Dancing Wolf Way, Colorado Springs, CO 80908
16570 Dancing Wolf Way, Colorado Springs, CO 80908
16615 Dancing Wolf Way, Colorado Springs, CO 80908
16635 Dancing Wolf Way, Colorado Springs, CO 80916
16550 Dancing Wolf Way, Colorado Springs, CO 80908

Revision Number:

1. **Commitment Date:** September 2, 2022 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard
Proposed Insured: TBD TBD

(b) 2021 ALTA® Loan Policy - Standard
Proposed Insured:

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:**

Parcel I:
David B. McElhoes and Alyce T. McElhoes

Parcel II:
David B. McElhoes and Alyce T. McElhoes

Parcel III:
Joshua Fuson and Ruth Anne Fuson

Parcel IV:
Roberto Tello

Parcel V:

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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LAND TITLE
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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A


ISSUED BY
STEWART TITLE GUARANTY COMPANY

David McElhoes and Alyce McElhoes

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 1825325

Parcel I:

Lot 2, DANCING WOLF ESTATES III SUBDIVISION, County of El Paso, State of Colorado.

Parcel II:

Lot 2, DANCING WOLF ESTATES SUBDIVISION, County of El Paso, State of Colorado.

Parcel III:

Lot 1, DANCING WOLF ESTATES III SUBDIVISION, County of El Paso, State of Colorado.

Parcel IV:

Lot 3, DANCING WOLF ESTATES SUBDIVISION, County of El Paso, State of Colorado.

Parcel V:

Lot 1, DANCING WOLF ESTATES SUBDIVISION, County of El Paso, State of Colorado.

For Informational Purposes Only: 16605 Dancing Wolf Way, Colorado Springs, CO 80908
 16570 Dancing Wolf Way, Colorado Springs, CO 80908
 16615 Dancing Wolf Way, Colorado Springs, CO 80908
 16635 Dancing Wolf Way, Colorado Springs, CO 80916
 16550 Dancing Wolf Way, Colorado Springs, CO 80908

APN: 6122003036, 6122004001, 6122003035, 6122003020, 61220-04-002

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1825325

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

8. FOR INFORMATIONAL PURPOSES ONLY:

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

Quit Claim Deed recorded November 9, 2018, as Reception No. 218130866. Quit Claim Deed recorded November 20, 2017, as Reception No. 217140779. Warranty Deed recorded April 3, 2014, as Reception No. 214027707. Warranty Deed recorded May 3, 1996, in Book 6878 at Page 155 as Reception No. 53539.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1825325

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Grant of Right of Way in favor of Mountain View Electric Association recorded August 6, 1963 in Book 1969 at Page 415 as Reception No. 301485.
10. Right of Way Easement in favor of American Telephone and Telegraph Company recorded July 27, 1964 in Book 2026 at Page 640 as Reception No. 359158.
11. Reservations contained in United States Patent recorded September 28, 1976 in Book 2863 at Page 331 as Reception No. 265794.
12. Right of Way Easement in favor of American Telephone and Telegraph Company recorded May 31, 1988 in Book 5512 at Page 1309 as Reception No. 1707458.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. Judgment and Decree regarding the Application for Water Rights recorded May 6, 1996 in Book 6879 at Page 726 as Reception No. 54382.
14. Release of Right of Way recorded May 21, 1996 in Book 6889 at Page 1306 as Reception No. 61413.
15. Water Deed recorded June 14, 1996 in Book 6909 at Page 391 as Reception No. 73839.
16. Declaration of Protective Covenants, Conditions, Restrictions, Easements and Charges for Dancing Wolf Estates recorded January 9, 1997 as Reception No. 097003106, Amendment recorded March 10, 1999 as Reception No. 099037282.
17. Resolution regarding the Approval of the Final Plat for Dancing Wolf Estates recorded January 30, 1997 as Reception No. 097010174.
18. All matters shown on the plat of Dancing Wolf Estates Development Plan recorded November 19, 1998 as Reception No. 098170425.
19. Resolution recorded February 10, 1999 as Reception No. 099021315.
20. Special Warranty Deed from David B. McElhoes and Alyce T. McElhoes to Dancing Wolf Estates Homeowners Association, Inc. recorded March 10, 1999 as Reception No. 099037281.
21. Resolution recorded October 28, 1999 as Reception No. 099167040.
22. Judgment and Decree concerning water rights recorded May 22, 2000 as Reception No. 200057063.
23. Order and Decree regarding Tri-Lakes Park and Recreation District recorded March 23, 2001 as Reception No. 201034896.
24. Resolution recorded November 7, 2002 as Reception No. 202195447.
25. Resolution recorded January 23, 2003 as Reception No. 203015803.
26. Resolution recorded December 19, 2003 as Reception No. 203291117.
27. All matters shown on the plat of Dancing Wolf Estates recorded January 13, 1997 in Book 97 at Page 5.
28. Resolution recorded August 29, 2007 as Reception No. 207113049.
29. Resolution recorded August 29, 2007 as Reception No. 207113050.
30. All matters shown on the plat of Dancing Wolf Estates III recorded July 24, 2002 in Book 102 at Page 170.
31. Grant of Right of Way from David B. and Alyce T. McElhoes to Mountain View Electric Association recorded July 22, 2008 as Reception No. 208082592.
32. All matters shown on the plat of Dancing Wolf Estates II recorded May 6, 1999 in Book 99 at Page 132.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

33. Resolution to Approve a Memorandum of Agreement recorded August 17, 2010 as Reception No. 210079403.
34. Memorandum of Agreement recorded August 17, 2010 as Reception No. 210079404.
35. Non-Exclusive Permanent Easement recorded September 22, 2010 as Reception No. 210093178.
36. Resolution recorded October 20, 2010 as Reception No. 210105118.
37. Resolution recorded October 20, 2010 as Reception No. 210105120.
38. Order to Petition regarding Tri Lakes Monument Fire Protection District recorded June 12, 2014 as Reception No. 214050493.
39. Grant of Right of Way from David B. McElhoes and Alyce T. McElhoes to Mountain View Electric Association recorded September 22, 2014 as Reception No. 214085867.
40. Amended Covenants recorded December 11, 2015 as Reception No. 215133374.
41. Deed of Trust from Joshua Fuson and Ruth Anne Fuson to Lakeview Loan Servicing LLC securing the sum of \$334,196.00 recorded November 6, 2020 as Reception No. 220179664.
42. Deed of Trust from David B. McElhoes and Alyce T. McElhoes to The Horn Funding Corp securing the sum of \$359,500.00 recorded March 19, 2021 as Reception No. 221055220.
43. David B. McElhoes and Alice T. McElhoes to The Horn Funding Corp securing the sum of \$345,000.00 recorded March 22, 2021 as Reception No. 221056445.
44. Deed of Trust from Joshua Fuson and Ruth Anne Fuson to ENT Credit Union securing a Revolving Line of Credit of \$2000,000.00 recorded July 6, 2021 as Reception No. 221129344.
45. Resolution recorded December 21, 2021 as Reception No. 221231435.
46. Resolution recorded December 21, 2021 as Reception No. 221231436.
47. Amended Covenants recorded September 14, 2022 as Reception No. 222119699.
48. Common Driveway Easement Agreement recorded September 14, 2022 as Reception No. 222119701.
49. Judgment and Decree regarding Water Rights recorded September 14, 2022 as Reception No. 222119702.
50. Judgment and Decree regarding Water Rights recorded September 14, 2022 as Reception No. 222119703.
51. Mineral reservations contained in Deed from James J. Shanks to David B. McElhoes and Alyce T. McElhoes recorded May 3, 1996 in Book 6878 at Page 155.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 1825325

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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DISCLOSURES

File No.: 1825325

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.