



## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **SCB55104323-5**

Date: **11/14/2023**

Property Address: **MAYBERRY, COLORADO SPRINGS FILING NO. 3, COLORADO SPRINGS, CO**

### For Closing Assistance

### For Title Assistance

Beth Schantz  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(303) 850-4162 (Work)  
(719) 634-3190 (Work Fax)  
[bschantz@ltgc.com](mailto:bschantz@ltgc.com)

### Buyer/Borrower

A BUYER TO BE DETERMINED  
Delivered via: No Commitment Delivery

### Seller/Owner

MAYBERRY COMMUNITIES LLC  
Attention: SCOTT SOUDERS  
[scottsouders@mayberrycoloradosprings.com](mailto:scottsouders@mayberrycoloradosprings.com)  
Delivered via: Electronic Mail

### Seller/Owner

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](mailto:jasonkvols@mayberrycoloradosprings.com)  
Delivered via: Electronic Mail

### R&R ENGINEERS-SURVEYORS INC

Attention: DARRELL DELAP  
1635 W 13TH AVE SUITE 310  
DENVER, CO 80204  
(816) 686-4592 (Cell)  
(720) 390-5520 (Work)  
[ddelap@rrengineers.com](mailto:ddelap@rrengineers.com)  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** SCB55104323-5

**Date:** 11/14/2023

**Property Address:** MAYBERRY, COLORADO SPRINGS FILING NO. 3, COLORADO SPRINGS, CO

**Seller(s):** MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

**Buyer(s):** A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$271.00
TBD - TBD Income	\$-271.00
Tax Certificate	\$378.00
<b>TOTAL</b>	<b>\$378.00</b>

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 07/22/2021 under reception no. 221140101](#)

**Plat Map(s):**

[El Paso county recorded 12/23/2020 under reception no. 220714655](#)

[El Paso county recorded 03/10/2021 under reception no. 221714698](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SCB55104323-5

**Property Address:**

MAYBERRY, COLORADO SPRINGS FILING NO. 3, COLORADO SPRINGS, CO

**1. Effective Date:**

11/07/2023 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER 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:**

MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

SUBDIVISION BOUNDARY DESCRIPTION OF PROPOSED MAYBERRY, COLORADO SPRINGS FILING NO. 3

A TRACT OF LAND BEING PART OF TRACT M AND ALL OF TRACT P, MAYBERRY, COLORADO SPRINGS FILING NO. 1, A SUBDIVISION OF LAND IN THE NORTH HALF OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF EL PASO, STATE OF COLORADO, THE PLAT OF SAID SUBDIVISION RECORDED DECEMBER 23, 2020 AS RECEPTION NUMBER 220714655 IN THE OFFICE OF THE EL PASO CLERK AND RECORDER, AND

ALL OF TRACTS A, B, C AND D, MAYBERRY, COLORADO SPRINGS FILING NO. 2, A SUBDIVISION OF LAND IN THE NORTH HALF OF SAID SECTION 14, THE PLAT OF SAID SUBDIVISION RECORDED MARCH 10, 2021 AS RECEPTION NUMBER 221714698 IN SAID CLERK AND RECORDER'S OFFICE, AND

THAT PART OF SPRINGS ROAD RIGHT-OF-WAY LYING SOUTH OF THE MOST SOUTHERLY SOUTH LINE OF SAID TRACT A EXTENDED WESTERLY AND THAT PART OF VILLAGE MAIN STREET RIGHT-OF-WAY LYING SOUTH OF SAID TRACT B, EAST OF THE EAST LINE OF SAID ATCHISON WAY EXTENDED NORTHERLY,

ALL TOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER-CORNER OF SAID SECTION 14 MONUMENTED BY A FOUND REBAR WITH A 2 INCH ALUMINUM CAP MARKED "U.P. & E. PLS 11624 1999" IN A MONUMENT BOX, FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 14, MONUMENTED BY A FOUND 3/4" SQUARE BAR IN A MONUMENT BOX, BEARS SOUTH 89° 44' 50" EAST AS SHOWN ON SAID PLATS, A DISTANCE OF 2606.58 FEET, BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, AND ALL BEARINGS HEREIN ARE RELATIVE THERETO; THENCE SOUTH 89° 44' 50" EAST 1303.29 ON SAID NORTH LINE; THENCE SOUTH 00° 21' 12" EAST 39.54 FEET TO THE NORTHEAST CORNER OF SAID TRACT D AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° 21' 12" 2594.09 FEET ON THE EAST LINE OF SAID TRACT D, BEING COTERMINOUS WITH THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, TO A 3/4 INCH REBAR WITH A 2-1/2 INCH ALUMINUM CAP MARKED "RAMPART PLS 38560 2019" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT D, ALSO BEING THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89° 36' 00" WEST 1308.58 FEET ON THE SOUTH LINE OF SAID TRACT D AND THE SOUTH LINE OF SAID TRACT C, BEING COTERMINOUS WITH THE SOUTH LINE OF SAID WEST HALF, TO A 3/4 INCH REBAR WITH A 2-1/2 INCH ALUMINUM CAP MARKED "RAMPART PLS 38560 2019" FOUND AT THE SOUTHWEST CORNER OF SAID TRACT C, ALSO BEING THE CENTER CORNER OF SAID

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

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NORTHEAST QUARTER; THENCE NORTH 00° 14' 20" WEST 836.81 FEET ON THE WEST LINE OF SAID TRACT C, BEING COTERMINOUS WITH THE WEST LINE OF SAID NORTHEAST QUARTER, TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON ITS INTERSECTION WITH THE SOUTHEAST LINE OF SAID TRACT M; THENCE SOUTH 47° 51' 33" WEST 344.76 FEET ON SAID SOUTHEAST LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ON SAID CURVE CONTINUING ON SAID SOUTHEAST LINE AN ARC LENGTH OF 97.30 FEET, SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CHORD BEARING OF SOUTH 43° 03' 13" WEST, A CHORD DISTANCE OF 97.19 FEET AND IN INTERIOR ANGLE OF 09° 36' 43", TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE MOST SOUTHERLY CORNER OF SAID TRACT M; THENCE NORTH 44° 17' 33" WEST 418.36 FEET ON THE WESTERLY LINE OF SAID TRACT M TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY AND NORTHERLY ON SAID CURVE CONTINUING ON SAID WESTERLY LINE AN ARC LENGTH OF 559.57 FEET, SAID CURVE HAVING A RADIUS OF 750.00 FEET, AND CHORD BEARING OF NORTH 22° 55' 07" WEST, A CHORD DISTANCE OF 546.68 FEET AND AN INTERIOR ANGLE OF 42° 44' 52", TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE POINT OF TANGENCY; THENCE NORTH 01° 32' 41" WEST 153.70 FEET CONTINUING ON SAID WESTERLY LINE OF SAID TRACT M TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTH RIGHT-OF-WAY LINE OF MAYBERRY DRIVE ESTABLISHED BY THE PLAT OF SAID MAYBERRY, COLORADO SPRINGS FILING NO. 1; THENCE SOUTH 89° 28' 59" EAST 31.78 FEET ON SAID SOUTH RIGHT-OF-WAY LINE, BEING COTERMINOUS WITH SAID WESTERLY LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHEAST CORNER OF SAID MAYBERRY DRIVE; THENCE NORTH 00° 20' 22" EAST 100.00 FEET CONTINUING ON SAID WESTERLY LINE OF TRACT M TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTH RIGHT-OF-WAY LINE OF ATCHISON WAY ESTABLISHED BY THE PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1A, SAID PLAT RECORDED JULY 22, 2022 UNDER RECEPTION NUMBER 222714990 IN SAID CLERK AND RECORDER'S OFFICE; THENCE SOUTH 89° 28' 59" EAST 62.00 FEET ON SAID SOUTH RIGHT-OF-WAY LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHEAST CORNER OF SAID ATCHISON WAY RIGHT-OF-WAY; THENCE NORTH 00° 20' 22" EAST 310.00 FEET ON THE EAST RIGHT-OF-WAY LINE OF SAID ATCHISON WAY, BEING 2.97 FEET WEST OF (AS MEASURED PERPENDICULAR TO) SAID WESTERLY LINE OF TRACT M, AND THE NORTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTH LINE OF SAID TRACT B; THENCE NORTH 89° 28' 59" WEST 172.00 FEET ON SAID SOUTH LINE OF TRACT B TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHWEST CORNER OF SAID TRACT B; THENCE ON THE LINE SEGMENTS OF THE WESTERLY LINE OF SAID TRACT B THE FOLLOWING 4 COURSES AND DISTANCES: 1) NORTH 00° 20' 22" EAST 401.73 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON A CORNER OF SAID WESTERLY LINE OF TRACT B; 2) THENCE SOUTH 89° 28' 59" EAST 110.00 FEET TO A SET 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON A CORNER OF SAID WESTERLY LINE OF TRACT B; 3) THENCE NORTH 00° 20' 22" EAST 196.27 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON A CORNER OF SAID WESTERLY LINE OF TRACT B; 4) THENCE NORTH 10° 04' 50" WEST 66.13 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE NORTHWEST CORNER OF SAID TRACT B; THENCE SOUTH 89° 28' 59" EAST 507.84 FEET ON THE NORTH LINE OF SAID TRACT B TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT B; THENCE ON THE NORTHERLY AND EASTERLY LINE SEGMENTS OF SAID TRACT B THE FOLLOWING 5 COURSES AND DISTANCES: 1) SOUTH 00° 14' 20" EAST 107.84 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON A CORNER OF SAID TRACT B; 2) THENCE SOUTH 89° 44' 49" EAST 230.82 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHERLY NORTHWEST CORNER OF LOT 1, SAID MAYBERRY, COLORADO SPRINGS FILING NO. 2; 3) THENCE SOUTH 00° 00' 00" EAST 154.51 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET AT A POINT ON THE NORTH LINE OF LOT 2, SAID MAYBERRY, COLORADO SPRINGS FILING NO. 2; 4) THENCE NORTH 89° 28' 59" WEST 23.25 FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE NORTHWEST CORNER OF SAID LOT 2; 5) THENCE SOUTH 00° 00' 00" EAST 173.74

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule A

Order Number: SCB55104323-5

FEET TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89° 28' 59" WEST 445.91 FEET ON THE MOST EASTERLY SEGMENT OF THE NORTH LINE OF SAID TRACT B, BEING COTERMINOUS WITH THE SOUTH LINES OF SAID LOT 1 AND LOT 3, SAID MAYBERRY, COLORADO SPRINGS FILING NO. 1, AND ITS EASTERLY EXTENSION TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE SOUTHWEST CORNER OF SAID TRACT A, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SPRINGS ROAD ESTABLISHED BY THE PLAT OF SAID MAYBERRY, COLORADO SPRINGS FILING NO. 1; THENCE NORTH 00° 00' 00" EAST 435.02 FEET ON THE WEST LINE OF SAID TRACT A, BEING COTERMINOUS WITH SAID EAST RIGHT-OF-WAY LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE NORTHWEST CORNER OF SAID TRACT A; THENCE SOUTH 89° 28' 55" EAST 521.29 FEET ON THE NORTH LINE OF SAID TRACT A TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE NORTHEAST CORNER OF SAID TRACT A BEING A POINT ON THE WEST LINE OF SAID TRACT D; THENCE NORTH 00° 00' 00" EAST 40.00 FEET ON SAID WEST LINE TO A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 38567" SET ON THE NORTHWEST CORNER OF SAID TRACT D; THENCE SOUTH 89° 28' 49" EAST 418.15 FEET ON THE NORTH LINE OF SAID TRACT D TO THE POINT OF BEGINNING.

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AMERICAN  
LAND TITLE  
ASSOCIATION



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SCB55104323-5

**All of the following 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. PARTIAL RELEASE OF 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 COUNTY FOR THE USE OF CORUNDUM PARTNERS INVESTMENTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$14,000,000.00 RECORDED JULY 22, 2021, UNDER RECEPTION NO. [221140102](#).  
DISBURSER'S NOTICE IN CONNECTION WITH SAID MORTGAGE WAS RECORDED JULY 22, 2021, UNDER RECEPTION NO. [221140104](#).
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED AUGUST 17, 2022 UNDER RECEPTION NO. [222108871](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES R. RANDY GOODSON, PRESIDENT - AUTHORITY NOT LIMITED, AND/OR JOHN MICK, CHIEF OPERATING OFFICER - AUTHORITY NOT LIMITED, AND/OR JASON KVOLS, AUTHORIZED SIGNER - AUTHORITY LIMITED TO CONVEYANCE OF SINGLE-FAMILY HOMES AND TOWNHOMES, AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM MAYBERRY COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

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.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: [SCB55104323-5](#)

**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. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF 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.**
- 10. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 28, 1905 IN BOOK 350 AT PAGE [274](#).**
- 11. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 13, 1909 IN BOOK 526 AT PAGE [436](#).**
- 12. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN BOOK 3260 AT PAGE [701](#).**
- 13. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE EL PASO COUNTY TELEPHONE COMPANY RECORDED JANUARY 29, 1982 IN BOOK 3527 AT PAGE [176](#).**
- 14. 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](#).**

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: [SCB55104323-5](#)

15. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 20, 1982, IN BOOK 3649 AT PAGE [449](#).
16. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 09, 1983 IN BOOK 3718 AT PAGE [812](#).
17. 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](#).
18. ALL WATER RIGHTS CONVEYED OR ASSIGNED BY INSTRUMENTS RECORDED NOVEMBER 12, 1998 UNDER RECEPTION NO. [98165898](#), JANUARY 12, 2004 UNDER RECEPTION NOS. [204006312](#) AND [204006313](#), APRIL 2, 2004 UNDER RECEPTION NOS. [204053279](#) AND [204053279](#), SEPTEMBER 9, 2008 UNDER RECEPTION NO.'S [208100005](#) AND [208100007](#), MARCH 22, 2013 UNDER RECEPTION NO. [213038017](#), AND MARCH 25, 2013 UNDER RECEPTION NO. [213038197](#).  
PERMITS TO USE EXISTING WELLS, NO.'S 61972-F AND 61973-F, FILED IN CONNECTION THEREWITH RECORDED NOVEMBER 17, 2004 UNDER RECEPTION NOS. [204190085](#) AND [204190086](#).
19. THE EFFECT OF RESOLUTION 00-205 OF THE BOARD OF COUNTY COMMISSIONERS, RECORDED FEBRUARY 15, 2001, UNDER RECEPTION NO. [201019028](#).
20. EFFECT OF RESOLUTION NO. 00-364 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED FEBRUARY 23, 2001 UNDER RECEPTION NO. [201021723](#).
21. THE EFFECT OF RESOLUTION NO. 01-17 OF THE BOARD OF COUNTY COMMISSIONERS,, RECORDED MARCH 21, 2001, UNDER RECEPTION NO. [201034352](#).
22. THE EFFECT OF PUD MAP AND DEVELOPMENT PLAN RECORDED NOVEMBER 28, 2001, UNDER RECEPTION NO. [201173795](#).
23. EFFECT OF RESOLUTION NO. 02-97 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED APRIL 1, 2002 UNDER RECEPTION NO. [202050995](#).
24. EFFECT OF RESOLUTION NO. 02-98 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED APRIL 1, 2002 UNDER RECEPTION NO. [202050996](#).
25. THE EFFECT OF RESOLUTION NO. 02-42 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED JUNE 07, 2002, UNDER RECEPTION NO. [202092688](#).
26. EASEMENT GRANTED TO EL PASO COUNTY, FOR ROADWAY AND PUBLIC UTILITY EASEMENT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 20, 2003, UNDER RECEPTION NO. [203139552](#).
27. EASEMENT GRANTED TO EL PASO COUNTY, FOR ROADWAY, LANDSCAPE, DRAINAGE, PUBLIC UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 20, 2003, UNDER RECEPTION NO. [203139553](#).
28. EASEMENT GRANTED TO EL PASO COUNTY, FOR ROADWAY, PUBLIC UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JUNE 20, 2003, UNDER RECEPTION NO. [203139554](#).
29. EASEMENTS GRANTED TO SUNSET METROPOLITAN DISTRICT, FOR PERMANENT ACCESS AND UTILITY EASEMENT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 12, 2004, UNDER RECEPTION NO. [204006308](#).
30. CERTIFICATE OF NON-COMPLIANCE FILED BY PIKES PEAK REGIONAL BUILDING DEPARTMENT RECORDED JANUARY 27, 2004 UNDER RECEPTION NO. [204015159](#)



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SCB55104323-5

31. THE EFFECT OF RESOLUTION NO. 03-487F TO BOARD OF COUNTY COMMISSIONERS, RECORDED MARCH 18, 2004, UNDER RECEPTION NO. [204043959](#).
32. THE EFFECT OF RESOLUTION NO. 03-499 TO BOARD OF COUNTY COMMISSIONERS, RECORDED MARCH 22, 2004, UNDER RECEPTION NO. [204045661](#).
33. EASEMENT GRANTED TO EL PASO COUNTY, FOR LANDSCAPE, DRAINAGE, PUBLIC UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 16, 2004, UNDER RECEPTION NO. [204061415](#).
34. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, DETERMINATION 598-BD, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. [204189404](#).
35. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, DETERMINATION 599-BD, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. [204189405](#).
36. EASEMENT GRANTED TO EL PASO COUNTY, FOR ROADWAY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 26, 2005, UNDER RECEPTION NO. [205012856](#).
37. THE EFFECT OF RESOLUTION NO. 06-18, REGARDING SKETCH PLAN FOR ELLICOTT TOWN CENTER, RECORDED FEBRUARY 28, 2006, UNDER RECEPTION NO. [206029706](#).
38. ANY TAX, LIEN, FEE, ASSESSMENT OR OTHER EFFECT BY REASON OF INCLUSION OF 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](#).
39. THE EFFECTS OF ELLICOTT TOWN CENTER OVERALL PUD DEVELOPMENT PLANS, RECORDED OCTOBER 06, 2006, UNDER RECEPTION NOS. [206149054](#) AND [206149055](#).
40. 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](#).
41. 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](#).
42. THE EFFECT OF RESOLUTION NO. 06-163 OF THE BOARD OF COUNTY COMMISSIONERS, APPROVING PRELIMINARY PLAN FOR ELLICOTT TOWN CENTER PHASE I, RECORDED NOVEMBER 08, 2006, UNDER RECEPTION NO. [206165182](#).
43. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 27, 2009, UNDER RECEPTION NO. [209043451](#).
44. THE EFFECT OF 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](#).
45. THE EFFECT OF RESOLUTION NO. 09-160 OF THE BOARD OF COUNTY COMMISSIONERS, FOR RECONSIDERATION OF EXPIRED FINAL PLAT OF ELLICOTT TOWN CENTER, RECORDED MARCH 06, 2014, UNDER RECEPTION NO. [214018538](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: SCB55104323-5

46. THE EFFECT OF RESOLUTION NO. 10-139 OF THE BOARD OF COUNTY COMMISSIONERS, TO APPROVE A TWO-YEAR TIME EXTENSION TO RECORD THE FINAL PLAT FOR ELLICOTT TOWN CENTER FILING NO. 1 SUBDIVISION, RECORDED APRIL 15, 2014, UNDER RECEPTION NO. [214030731](#).
47. THE EFFECT OF RESOLUTION NO. 07-132 OF THE BOARD OF COUNTY COMMISSIONERS, APPROVING FINAL PLAT FOR ELLICOTT TOWN CENTER PHASE I., RECORDED MAY 07, 2014, UNDER RECEPTION NO. [214038069](#).
48. THE EFFECT OF SPECIAL DISTRICT DISCLOSURE DOCUMENT-ELLICOTT TOWN CENTER METROPOLITAN DISTRICT, RECORDED DECEMBER 22, 2014, UNDER RECEPTION NO. [214117420](#).
49. THE EFFECT OF RESOLUTION NO. 16-345 OF THE BOARD OF COUNTY COMMISSIONERS, APPROVING THE SERVICE PLAN FOR THE MEADOWBROOK CROSSING METROPOLITAN DISTRICT., RECORDED OCTOBER 05, 2016, UNDER RECEPTION NO. [216114888](#).
50. THE EFFECT OF RESOLUTION 17-354 OF THE BOARD OF COUNTY COMMISSIONERS, FOR RECONSIDERATION TO APPROVE AN EXTENSION OF TIME TO RECORD A FINAL PLAT., RECORDED DECEMBER 13, 2017, UNDER RECEPTION NO. [217150656](#) AND AMENDED RESOLUTION RECORDED JULY 14, 2017 UNDER RECEPTION NO. [217151050](#).
51. THE EFFECT OF RESOLUTION NO. 19-284 OF THE BOARD OF COUNTY COMMISSIONERS, APPROVING THE SERVICE PLAN FOR THE MAYBERRY METROPOLITAN DISTRICT., RECORDED JULY 25, 2019, UNDER RECEPTION NO. [219085337](#), AND RECORDED JULY 31, 2019, UNDER RECEPTION NO. [219087971](#) AND RECORDED AUGUST 9, 2019, UNDER RECEPTION NO. [21992656](#) AND RECORDED AUGUST 19, 2019, UNDER RECEPTION NO. [21997309](#).
52. THE EFFECT OF RESOLUTION NO. 19-419 OF THE BOARD OF COUNTY COMMISSIONERS RECONSIDERATION OF A FINAL PLAT TO APPROVE A ONE YEAR TIME EXTENSION TO RECORD THE FINAL PLAT FOR MAYBERRY, COLORADO SPRINGS FLG#1 FINAL PLAT (SF-19-020), RECORDED NOVEMBER 12, 2019, UNDER RECEPTION NO. [219142179](#).
53. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MAYBERRY COLORADO SPRINGS METRO DIST 2, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 20, 2019, UNDER RECEPTION NO. [219146540](#).
54. THE EFFECT OF ORDER FOR EXCLUSION FROM THE ELLICOTT TOWN CENTER METROPOLITAN DISTRICT, RECORDED DECEMBER 09, 2019, UNDER RECEPTION NO. [219154809](#).
55. 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, UNDR RECEPTION NO. [220140324](#)
56. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MAYBERRY, COLORADO SPRINGS FILING NO. 1 RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. [220714655](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. [220211231](#).  
AGREEMENT FOR THE TERMINATION AND VACATION OF EASEMENT RECORDED DECEMBER 16, 2022 UNDER RECEPTION NO. 222150438.
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. [220211232](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SCB55104323-5

59. 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](#).
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 20-475 APPROVE FINAL PLAT FOR MAYBERRY COLORADO SPRINGS FILING NO. 2 RECORDED DECEMBER 29, 2020 UNDER RECEPTION NO. [220213263](#).
61. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MAYBERRY COLORADO SPRINGS FILING NO. 1 RECORDED DECEMBER 23, 2020 AT BOOK 120, PAGE [254](#)
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE TO PURCHASERS RECORDED FEBRUARY 22, 2021 UNDER RECEPTION NO. [22134250](#).
63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MARCH 10, 2021 UNDER RECEPTION NO. [22147142](#).
64. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MAYBERRY COLORADO SPRINGS FILING NO. 2 RECORDED MARCH 10, 2021 UNDER RECEPTION NO. [221714698](#).
65. 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](#).
66. 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](#), [84578](#), [84568](#), [22184919](#).
67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDMENT SUBDIVISION IMPROVEMENT AGREEMENT RECORDED APRIL 30, 2021 UNDER RECEPTION NO. [22186550](#).
68. 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. [22186552](#), AND [22186553](#).
69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF INCLUSION RECORDED AUGUST 05, 2021 UNDER RECEPTION NO. [221149080](#).
70. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 13, 2022, IN PLAT UNDER RECEPTION NO. [222107505](#).
71. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER FOR INCLUSION MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1 RECORDED JULY 08, 2021 UNDER RECEPTION NO. [221131169](#).



## 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.

**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 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.

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**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.



# 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>.

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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