

**Commonwealth Land Title Insurance Company**  
**TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0639428-023-DR5-AM

1. **Effective Date:** March 15, 2021 March 15, 2021 at 8:00 A.M.

2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

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

[Barton-Patterson Living Trust, dated January 23, 2019](#)

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

**See Attached Legal Description**

(for informational purposes only) 361 Pauma Valley Dr, 367 Puma Valley Dr, Colorado Springs, CO 80921

## **Attached Legal Description**

Lots 3 & 4, Gleneagle Golf Course Residential Infill Development, according to the plat recorded August 14, 2017 at Reception No. 217714016, 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 which 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 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 30, 1973

Recording No: [Book 2641 at Page 519](#); Restated Declaration recorded May 2, 1983 in [Book 3714 at Page 599](#); Amendment recorded January 28, 1985 in [Book 3965 at Page 917](#); Amendment of Amended and Restated Declaration recorded August 31, 1994 in [Book 6517 at Page 955](#); Amendment recorded October 19, 2001 at 201152596 and February 28, 2017 at Reception No. [217023711](#). Annexation Agreement recorded January 4, 2018 at Reception No. [218001519](#).

9. Notice of Perpetual Lien of Donala Water and Sanitation District as evidenced by instrument recorded December 1, 1972 at 938939 and Notice recorded February 10, 1992 in [Book 5934 at Page 443](#).
10. Notes, easements and any other matters as shown on the plats of Donala Subdivision No. 1 recorded July 17, 1979 in Plat [Book V2 at Page 79](#); Donala Subdivision No. 2 recorded September 13, 1972 in Plat [Book W2 at Page 42](#); and Donala Subdivision No. 3 recorded November 29, 1973 in Plat [Book Z2 at Page 72](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Assignment of Water District Agreement as set forth below:

Recording Date: June 1, 1992

Recording No.: [Book 5985 at Page 782](#) and October 31, 2002 at 202190206 and August 27, 2003 at Reception No. [203200130](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 94-411, Land Use-173 as set forth below:

Recording Date: January 4, 1995  
Recording No.: [Book 6585 at Page 1063](#)

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

Recording Date: August 27, 2003  
Recording No.: [203200129](#). Use Covenants recorded in connection therewith February 20, 2007 at [207023262](#)

14. 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: electric transmission line  
Recording Date: June 28, 1974  
Recording No: [Book 2687 at Page 220](#)

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

Granted to: City of Colorado Springs  
Purpose: gas line  
Recording Date: December 22, 1983  
Recording No: [Book 3817 at Page 57](#)

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

Granted to: Donala Water and Sanitation District dba Gleneagle Water District  
Purpose: ingress, egress, easement 30 feet in width and a well and utility easement  
  
Recording Date: March 30, 1992  
Recording No: [Book 5954 at Page 778](#)

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

Granted to: US West Communications, Inc.  
Purpose: telecommunication purposes  
Recording Date: November 13, 1996  
Recording No: Reception No. [96143495](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 94-411, Land Use-173 as set forth below:

Recording Date: January 4, 1995  
Recording No.: [Book 6585 at Page 1063](#)

19. The effect, if any, of Right of Way and/or Easement given to Mountain View Electric Association, Inc., for electric line purposes, the exact location of which is not specified, recorded May 8, 2001 at Reception No. [201060148](#).

20. Deeds recorded February 20, 2007 at Reception No. [207023261](#) and July 20, 2015 at Reception No. [215076664](#) make reference to water rights.

21. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:  
Recording Date: August 28, 2003  
Recording No.: [203200129](#); Termination and Relinquishment of Rights recorded in connection therewith May 30, 2018 at Reception No. [218061171](#)
22. Terms, conditions, provisions, agreements and obligations contained in the Use Covenants as set forth below:  
Recording Date: February 20, 2007  
Recording No.: [207023262](#); Termination and Relinquishment of Rights recorded in connection therewith May 30, 2018 at Reception No. [218061171](#)
23. Terms, conditions, provisions, agreements and obligations contained in the Grant of Utility Easement as set forth below:  
Recording Date: November 25, 2008  
Recording No.: [208126241](#)
24. 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: electric transmission lines  
Recording Date: June 9, 2010  
Recording No: [210054481](#)
25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-263 as set forth below:  
Recording Date: September 22, 2009  
Recording No.: [209111255](#)
26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-264 as set forth below:  
Recording Date: September 22, 2009  
Recording No.: [209111256](#)
27. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:  
Recording Date: November 3, 2010  
Recording No.: [210130664](#)
28. Terms, conditions, provisions, agreements and obligations contained in the Use of water from "Jake's Lake and other purposes as set forth in deed recorded:  
Recording Date: September 27, 2004  
Recording No.: [204162691](#), and Quit Claim Deed recorded February 20, 2007 at Reception No. [207023261](#)
29. 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: electric and telecommunications line  
Recording Date: March 30, 2010  
Recording No: [210028998](#)

30. PUD Development Plan recorded December 22, 2010 at Reception No. [210130665](#).
31. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-159 as set forth below:  
  
Recording Date: May 24, 2017  
Recording No.: [217059768](#)
32. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-160 as set forth below:  
  
Recording Date: May 24, 2017  
Recording No.: [217059769](#)
33. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-161 as set forth below:  
  
Recording Date: May 24, 2017  
Recording No.: [217059770](#)
34. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-162 as set forth below:  
  
Recording Date: May 24, 2017  
Recording No.: [217059771](#)
35. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-164 as set forth below:  
  
Recording Date: May 24, 2017  
Recording No.: [217059772](#)
36. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-163 as set forth below:  
  
Recording Date: May 26, 2017  
Recording No.: [217060713](#)
37. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:  
  
Recording Date: June 6, 2017  
Recording No.: [217065139](#)
38. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:  
  
Recording Date: August 14, 2017  
Recording No.: [217097158](#)
39. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:  
  
Recording Date: August 14, 2017  
Recording No.: [217097159](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement and Maintenance Agreement as set forth below:

Recording Date: October 20, 2017  
Recording No.: [217127124](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement as set forth below:

Recording Date: October 20, 2017  
Recording No.: [217127125](#)

42. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-327 as set forth below:

Recording Date: August 7, 2018  
Recording No.: [218091544](#)

43. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of Gleneagle Golf Course Residential Infill Development set forth below:

Recording Date: August 14, 2017  
Recording No: [Plat Book 117 at Page 126](#)

44. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: July 25, 2019  
Recording No: [219085145](#)

45. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:

Recording Date: September 12, 2019  
Recording No: [219110304](#)

46. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,000,000.00  
Trustor/Grantor Barton-Patterson Living Trust, dated January 25, 2019  
Trustee: Public Trustee of El Paso County  
Beneficiary: NBH Bank  
Recording Date: February 24, 2021  
Recording No: [221035787](#)

Disburser's Notice recorded February 24, 2021 at Reception No. [221035788](#).

#### 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 Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. 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 Heritage Title Company, Inc. 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.

**NOTE:**



**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