



## 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: **SR55118891-3**

Date: **11/25/2024**

Property Address: **12650 CALM BREEZE POINT (VACANT LAND), COLORADO SPRINGS, CO 80908**

### For Closing Assistance

Amanda Cooper  
1755 TELSTAR DR #503  
COLORADO SPRINGS, CO  
80920  
(719) 268-1590 (Work)  
(877) 334-2009 (Work Fax)  
[acooper@ltgc.com](mailto:acooper@ltgc.com)  
Contact License: CO273476  
Company License: CO44565

### Closers Assistant

Andrea Goller  
1755 TELSTAR DR #503  
COLORADO SPRINGS, CO  
80920  
(719) 572-7888 (Work)  
(877) 334-2009 (Work Fax)  
[agoller@ltgc.com](mailto:agoller@ltgc.com)  
Contact License: CO416293  
Company License: CO44565

### For Title Assistance

Land Title El Paso County Title  
Team  
102 S TEJON #760  
COLORADO SPRINGS, CO  
80903  
(719) 634-4821 (Work)  
(719) 634-3190 (Work Fax)  
[csresponse@ltgc.com](mailto:csresponse@ltgc.com)

### Buyer/Borrower

Kramer Ammons  
Delivered via: No Commitment Delivery

### Agent for Seller

ERA SHIELDS REAL ESTATE  
Attention: TED THURBER  
6385 CORPORATE DRIVE  
SUITE 301  
COLORADO SPRINGS, CO 80919  
(719) 338-2178 (Cell)  
(719) 593-1000 (Work)  
(719) 548-9357 (Work Fax)  
[tthurber@erashields.com](mailto:tthurber@erashields.com)  
Delivered via: Electronic Mail

### Buyer/Borrower

Callie Ammons  
Delivered via: Electronic Mail

### Lender - New Loan

FARMERS STATE BANK  
Attention: LINDSEY LAWSON-PREISSER  
(719) 347-2727 (Cell)  
Delivered via: No Commitment Delivery

**Seller/Owner**

SECLUSION DEVELOPMENT LLC

Attention: GEORGE HESS

Delivered via: Electronic Mail

**Lender - New Loan**

FARMERS STATE BANK OF CALHAN

Attention: JANET SMITH

7025 OLD MERIDIAN ROAD

FALCON, CO 80831

(719) 495-3650 (Work)

(719) 495-3688 (Work Fax)

jsmith@yourfsb.com

Delivered via: Electronic Mail

**Agent for Buyer**

REAL BROKER, LLC

Attention: CALLIE AMMONS

(719) 985-1593 (Cell)

callieaammons@gmail.com

Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** SR55118891-3

**Date:** 11/25/2024

**Property Address:** 12650 CALM BREEZE POINT (VACANT LAND), COLORADO SPRINGS, CO 80908

**Seller(s):** SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

**Buyer(s):** KRAMER AMMONS AND CALLIE AMMONS

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	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	\$1,233.00
Deletion of Standard Exception(s)	\$75.00
"ALTA" Loan Policy 07-30-21 Bundled Purchase Loan Rate - Includes a Tax Certificate	\$148.00
Tax Certificate	\$27.00
<b>TOTAL</b>	<b>\$1,483.00</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 07/08/2022 under reception no. 222092348](#)

[El Paso county recorded 07/08/2022 under reception no. 222092347](#)

[El Paso county recorded 12/08/2021 under reception no. 221224315](#)

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

Order Number: SR55118891-3

**Property Address:**

12650 CALM BREEZE POINT (VACANT LAND), COLORADO SPRINGS, CO 80908

**1. Commitment Date:**

10/16/2024 at 5:00 P.M.

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

"ALTA" Owner's Policy 07-30-21 Reissue Rate \$575,000.00

Proposed Insured:

KRAMER AMMONS AND CALLIE AMMONS

"ALTA" Loan Policy 07-30-21 Bundled Purchase Loan Rate - \$460,000.00

Includes a Tax Certificate

Proposed Insured:

FARMERS STATE BANK, ITS SUCCESSORS AND/OR ASSIGNS

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

FEE SIMPLE AS TO PARCEL A; AN EASEMENT INTEREST AS TO PARCEL B

**4. The Title is, at the Commitment Date, vested in:**

SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

**5. The Land is described as follows:**

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

Order Number: SR55118891-3

PARCEL A:

PARCEL 6:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:

ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND ARE ASSUMED TO BEAR SOUTH 00°28'41" EAST, MONUMENTED ON THE NORTH END OF THE LINE BY A FOUND 2.5" ALUMINUM CAP STAMPED, "MVE INC, RLS 17665, S11 S12 S14 S13, 1998, T12S R65W" AND ON THE SOUTH END OF THE LINE BY A FOUND 2.5" ALUMINUM CAP STAMPED, "MVE INC, RLS 17665, 1/4, S14, S13, 1998, T12S R65W"

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 56 MINUTES 15 SECONDS WEST, WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 1475.87 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 45 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 1195.71 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 55 DEGREES 39 MINUTES 44 SECONDS EAST AND A CHORD DISTANCE OF 36.01 FEET, HAVING A CENTRAL ANGLE OF 42 DEGREES 12 MINUTES 58 SECONDS AND AN ARC LENGTH OF 36.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 50 DEGREES 17 MINUTES 37 SECONDS EAST AND A CHORD DISTANCE OF 27.13 FEET, HAVING A CENTRAL ANGLE OF 31 DEGREES 28 MINUTES 45 SECONDS AND AN ARC LENGTH OF 27.47 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 46 SECONDS EAST, A DISTANCE OF 1432.91 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11; THENCE SOUTH 88 DEGREES 59 MINUTES 01 SECONDS WEST, WITH SAID SOUTH LINE, A DISTANCE OF 976.55 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE DEPARTING SAID SOUTH LINE AND WITH SAID NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 768.00 FEET, HAVING A CHORD BEARING OF SOUTH 80 DEGREES 16 MINUTES 39 SECONDS WEST AND A CHORD DISTANCE OF 109.65 FEET, HAVING A CENTRAL ANGLE OF 08 DEGREES 11 MINUTES 15 SECONDS AND AN ARC LENGTH OF 109.75 FEET; THENCE SOUTH 84 DEGREES 09 MINUTES 44 SECONDS WEST, A DISTANCE OF 160.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 34 MINUTES 10 SECONDS WEST WITH SAID WEST LINE, A DISTANCE OF 30.13 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

WILLIAM BROOKS, PLS 37928 FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

PARCEL B:

THOSE EASEMENT RIGHTS AS CREATED IN INSTRUMENT RECORDED JUNE 9, 2022 UNDER RECEPTION NO. [222079398](#), COUNTY OF EL PASO, STATE OF COLORADO.

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule A**

**Order Number: SR55118891-3**

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; 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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**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B, Part I**  
**(Requirements)**

**Order Number:** SR55118891-3

**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 DATED DECEMBER 08, 2021 FROM SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF THE NORWOOD FOUNDATION, A COLORADO NONPROFIT CORPORATION TO SECURE THE SUM OF \$2,000,000.00 RECORDED DECEMBER 08, 2021, UNDER RECEPTION NO. [221224317](#).
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JUNE 07, 2022 UNDER RECEPTION NO. [222078223](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES GEORGE C. HESS, III AS PRESIDENT OF G3 INVESTMENTS, INC., A COLORADO CORPORATION AS THE MANAGER 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 SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY TO KRAMER AMMONS AND CALLIE AMMONS CONVEYING SUBJECT PROPERTY.
4. DEED OF TRUST FROM KRAMER AMMONS AND CALLIE AMMONS TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARMERS STATE BANK TO SECURE THE SUM OF \$460,000.00.

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

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: SR55118891-3

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.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE [78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED MARCH 29, 1961 IN BOOK 1852 AT PAGE [372](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED OCTOBER 09, 1961 IN BOOK 1885 AT PAGE [797](#). ASSIGNMENT OF EASEMENTS AND RIGHTS OF WAY RECORDED JULY 15, 1998 UNDER RECEPTION NO. [098098694](#). ASSIGNMENT OF EASEMENTS RECORDED AUGUST 5, 2008 UNDER RECEPTION NO. [208088310](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE CONCERNING UNDERGROUND FACILITIES RECORDED MAY 09, 1983 IN BOOK 3718 AT PAGE [812](#).
12. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDERS RECORDED MARCH 18, 2004, UNDER RECEPTION NOS. [204043706](#), [204043707](#), [204043708](#) AND [204043709](#).
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED MAY 23, 2006 AT RECEPTION NO. [206075467](#).
14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED NOVEMBER 14, 2006 AT RECEPTION NO. [206167012](#).

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SR55118891-3

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SECLUSION PUD DEVELOPMENT GUIDELINES RECORDED MAY 10, 2007 UNDER RECEPTION NO. [207063551](#).
16. THE EFFECT OF SECLUSION PUD DEVELOPMENT PLAN RECORDED MAY 10, 2007, UNDER RECEPTION NO. [207063552](#).
17. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED MAY 07, 2014 AT RECEPTION NO. [214038081](#).
18. THE EFFECT OF RESOLUTION NO. 19-382, RECORDED OCTOBER 08, 2019, UNDER RECEPTION NO. [219125259](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSMISSION LINE EASEMENT RECORDED JUNE 02, 2020 UNDER RECEPTION NO. [220075608](#).
20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 21-346 RECORDED SEPTEMBER 15, 2021 UNDER RECEPTION NO. [221173493](#).
21. RESERVATION AS SHOWN ON SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 2021 UNDER RECEPTION NO. [221224315](#).
22. THE EFFECT OF GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., RECORDED JUNE 07, 2022, UNDER RECEPTION NO. [222078223](#).
23. TERMS, CONDITIONS AND PROVISIONS OF CALM BREEZE POINT PRIVATE ACCESS ROW AND MAINTENANCE AGREEMENT RECORDED JUNE 09, 2022 UNDER RECEPTION NO. [222079398](#).
24. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT WITH FORCE BROADBAND RECORDED JULY 15, 2022 UNDER RECEPTION NO. [222095654](#).
25. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED MARCH 17, 2022 PREPARED BY GALLOWAY, JOB NO. SLV000012.10, RECORDED AUGUST 26, 2022 UNDER RECEPTION NO. [222900259](#):

FENCES NOT COINCIDENT WITH PARCEL BOUNDARY



# ALTA Commitment For Title Insurance issued by Land Title Insurance Corporation

## 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, Land Title Insurance Corporation, A Colorado 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## 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 affixed 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, 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 is not 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 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 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. 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.

**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>

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

Land Title Insurance Corporation  
P.O.Box 5645  
Denver, Colorado 80217  
(303)331-6296



Craig B. Rants, Senior Vice President



John E. Freyer, Jr., President



AMERICAN  
LAND TITLE  
ASSOCIATION



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## 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 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.



## Affiliated Business Arrangement Disclosure Statement

PROPERTY ADDRESS: **12650 CALM BREEZE POINT (VACANT LAND), COLORADO SPRINGS, CO 80908**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$575.

### ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

**Seller(s)**

**SECLUSION DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY**

**BY: G3 INVESTMENTS, INC., A COLORADO CORPORATION, ITS MANAGER**

By: \_\_\_\_\_  
**GEORGE C. HESS III PRESIDENT**

**Buyer(s)**

\_\_\_\_\_  
**KRAMER AMMONS**

\_\_\_\_\_  
**CALLIE AMMONS**