

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

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

**Schedule (Account) No:** 65242-00-053

**2022 TAXES PAYABLE 2023**

Owner Per Tax Record: BISON REAL ESTATE HOLDINGS LLC

Property Type: Real Estate  
 Property Location: SOUTHMOOR DR  
 Property Description: TRACT IN N2NW4 SEC 24-15-66 AS FOLS: COM AT PT ON N LN OF NW4 OF SEC WHERE SD LN INTSEC ELY LN OF COLORADO SPRINGS-PUEBLO RD, TH RUN SELY ON ELY LN OF SD RD 355  
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

<b>Alerts:</b>
TAX INCR FIN

Assessed Value		
Land	\$	26690
Improvement	\$	14740
<b>TOTAL</b>	<b>\$</b>	<b>41430</b>

<u>Tax District: DHP</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007732	320.34
EPC ROAD & BRIDGE SHARE	0.000165	6.84
CITY OF FOUNTAIN	0.016339	676.92
EPC-FOUNTAIN ROAD & BRIDGE SHARE	0.000165	6.84
WIDEFIELD SCHOOL NO 3 - GEN	0.036508	1512.53
WIDEFIELD SCHOOL NO 3 - BOND	0.004700	194.72
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004434	183.70
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	81.74
SOUTHEASTERN COLO WATER CONSERVANCY	0.000887	36.75
El Paso County TABOR Refund	0.000000	-108.99
<b>TOTAL</b>	<b>0.072903</b>	<b>2911.39</b>

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

Balance due on 2022 taxes: 0.00

**Amount due valid through** JULY 28th, 2023 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of JULY A.D. 2023

Issued to: elpasoco\CALBlackknight01 Black Knight

Chuck Broerman  
Treasurer, El Paso County

478153  
Fee for issuing this certificate \$10.00 20230721 36872

By Charles W Broerman

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

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

**Schedule (Account) No:** 65242-00-052

**2022 TAXES PAYABLE 2023**

**Owner Per Tax Record:** BISON REAL ESTATE HOLDINGS LLC

**Property Type:** Real Estate  
**Property Location:** SOUTHMOOR DR  
**Property Description:** TRACT IN N2NW4 SEC 24-15-66 AS FOLS, BEG ON ELY LN OF COLORADO SPRINGS-PUEBLO RD 355 FT SLY FROM ITS INTSEC WITH N LN OF SD NW4, TH NWLY ON ELY LN OF CO RD 355 FT  
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:  
TAX INCR FIN

<u>Assessed Value</u>		
Land	\$	123090
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>123090</b>

<u>Tax District: DHU</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007732	951.73
EPC ROAD & BRIDGE SHARE	0.000165	20.31
CITY OF FOUNTAIN	0.016339	2011.17
EPC-FOUNTAIN ROAD & BRIDGE SHARE	0.000165	20.31
WIDEFIELD SCHOOL NO 3 - GEN	0.036508	4493.77
WIDEFIELD SCHOOL NO 3 - BOND	0.004700	578.52
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004434	545.78
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	242.86
SECURITY WATER	0.004292	528.30
SOUTHEASTERN COLO WATER CONSERVANCY	0.000887	109.18
El Paso County TABOR Refund	0.000000	-323.80
<b>TOTAL</b>	<b>0.077195</b>	<b>9178.13</b>

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

**Balance due on 2022 taxes:** 0.00

**Amount due valid through** JULY 28th, 2023 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of JULY A.D. 2023

Issued to: elpasoco\CALBlackknight01 Black Knight

Chuck Broerman  
Treasurer, El Paso County

478155  
Fee for issuing this certificate \$10.00 20230721 37436

By 

## Supplemental Information

**Schedule (Account) No:** 65242-00-052

**Date of Issue:** 21st day of JULY A.D. 2023

Full Property Description:

TO N LN OF SD NW4, E ON N LN OF SD NW4 737 FT, SELY ON A LN DRAWN TO PT 638 FT E ON S LN OF N2 OF SD NW4 FROM ITS INTSEC WITH ELY LN OF CO RD 355 FT M/L TO INTSEC A LN DRAWN E FROM POB + PARA WITH N LN OF SD NW4, TH W ON SD PARA LN 737 FT TO POB, EX THAT PT CONV TO CITY OF FOUNTAIN FOR R/W BY REC 216083794, TOG WITH THAT PT DESC BY BK 1498, PG 798 LY N OF REC 216083794

Alerts:

Owners:

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

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

**Schedule (Account) No:** 65133-00-021

**2022 TAXES PAYABLE 2023**

Owner Per Tax Record: BISON REAL ESTATE HOLDINGS LLC

Property Type: Real Estate  
 Property Location: SOUTHMOOR DR  
 Property Description: TR IN S2SW4 LY BET CO RD AKA SOUTHMOOR DR AND US HWY  
 85-87 SEC 13-15-66 EX TRS CONV BY BKS 2078-999,  
 2827-478, 6411-647, EX PT PLATTED TO FOUNTAIN COMMONS  
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

TAX INCR FIN

<u>Assessed Value</u>		
Land	\$	172430
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>172430</b>

<u>Tax District: DHJ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007732	1333.23
EPC ROAD & BRIDGE SHARE	0.000165	28.45
CITY OF FOUNTAIN	0.016339	2817.33
EPC-FOUNTAIN ROAD & BRIDGE SHARE	0.000165	28.45
WIDEFIELD SCHOOL NO 3 - GEN	0.036508	6295.08
WIDEFIELD SCHOOL NO 3 - BOND	0.004700	810.42
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004434	764.55
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	340.20
SECURITY SANITATION	0.000652	112.42
SECURITY WATER	0.004292	740.07
SOUTHEASTERN COLO WATER CONSERVANCY	0.000887	152.95
El Paso County TABOR Refund	0.000000	-453.60
<b>TOTAL</b>	<b>0.077847</b>	<b>12969.55</b>

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

Balance due on 2022 taxes: 0.00

**Amount due valid through** JULY 28th, 2023 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of JULY A.D. 2023

Issued to: elpasoco\CALBlackknight01 Black Knight

Chuck Broerman  
Treasurer, El Paso County

478156  
Fee for issuing this certificate \$10.00 20230721 38473

By 

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

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

**Schedule (Account) No:** 65133-14-015

**2022 TAXES PAYABLE 2023**

Owner Per Tax Record: BISON REAL ESTATE HOLDINGS LLC  
 Property Type: Real Estate  
 Property Location: SOUTHMOOR DR  
 Property Description: LOT 2 FOUNTAIN COMMONS SUB FIL NO 3

Alerts:  
TAX INCR FIN

<u>Assessed Value</u>		
Land	\$	26790
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>26790</b>

<u>Tax District: DHJ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007732	207.14
EPC ROAD & BRIDGE SHARE	0.000165	4.42
CITY OF FOUNTAIN	0.016339	437.72
EPC-FOUNTAIN ROAD & BRIDGE SHARE	0.000165	4.42
WIDFIELD SCHOOL NO 3 - GEN	0.036508	978.05
WIDFIELD SCHOOL NO 3 - BOND	0.004700	125.91
WIDFIELD SCHOOL NO 3 - COM CTR	0.004434	118.79
WIDFIELD SCHOOL NO 3 - SEC LIB	0.001973	52.86
SECURITY SANITATION	0.000652	17.47
SECURITY WATER	0.004292	114.98
SOUTHEASTERN COLO WATER CONSERVANCY	0.000887	23.76
El Paso County TABOR Refund	0.000000	-70.48
<b>TOTAL</b>	<b>0.077847</b>	<b>2015.04</b>

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

Balance due on 2022 taxes: 0.00

**Amount due valid through** JULY 28th, 2023 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of JULY A.D. 2023

Issued to: elpasoco\CALBlackknight01 Black Knight

Chuck Broerman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20230721 39504

By: Charles D Broerman



## 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: **SC55113184-4**

Date: **02/07/2024**

Property Address: **APPROXIMATELY 16.44 ACRES LOCATED ON SOUTHMOOR DRIVE, FOUNTAIN CO 80817**

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DHN PLANNING AND DEVELOPMENT, LLC, A  
COLORADO LIMITED LIABILITY COMPANY  
Attention: DARSEY HORAN NICKLASSON  
1516 N. CORONA STREET  
Colorado Springs, CO 80907  
(719) 243-0846 (Cell)  
darsey@placesmanagement.com  
Delivered via: Electronic Mail

GILBERT G. WEISKOPF, LLC  
Attention: GILBERT G. WEISKOPF, ESQ.  
102 N CASCADE AVE #210  
COLORADO SPRINGS, CO 80903  
(719) 389-0305 (Work)  
gib@weiskopf-law.com  
Delivered via: Electronic Mail

FRONT ROW PROPERTIES, LLC, A COLORADO  
LIMITED LIABILITY COMPANY  
Attention: RONALD WALDTHAUSEN  
1378 PROMONTORY BLUFF VIEW  
COLORADO SPRINGS, CO 80921  
(719) 491-0801 (Cell)  
(719) 598-3247 (Work)  
(719) 598-3237 (Work Fax)  
rwaldthausen@yahoo.com  
Delivered via: Electronic Mail

MULLIKEN WEINER BERG & JOLIVET P.C.  
Attention: CAROLEEN F. JOLIVET, ESQ.  
102 S. TEJON STREET, STE 900  
Colorado Springs, CO 80903  
(719) 357-9350 (Cell)  
ljolivet@mullikenlaw.com  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** SC55113184-4

**Date:** 02/07/2024

**Property Address:** APPROXIMATELY 16.44 ACRES LOCATED ON SOUTHMOOR DRIVE, FOUNTAIN, CO 80817

**Seller(s):** BISON REAL ESTATE HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

**Buyer(s):** DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

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 06-17-06 Reissue Rate	\$3,331.00
Deletion of Standard Exception(s)	\$100.00
Endorsement 8.2	\$100.00
Endorsement ALTA 9.1	\$1,332.00
Endorsement ALTA 17	\$500.00
Endorsement ALTA 19	\$666.00
Endorsement ALTA 22	\$100.00
Endorsement ALTA 25	\$666.00
Endorsement Arbitration Deletion	\$100.00
Tax Certificate 65242-00-052	\$27.00
Tax Certificate 65133-00-021	\$27.00
Tax Certificate 65133-14-015	\$27.00
Tax Certificate 65242-00-053	\$27.00
<b>TOTAL</b>	<b>\$7,003.00</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 03/19/2021 under reception no. 221055560](#)

[El Paso county recorded 11/07/2014 under reception no. 214102609](#)

**Plat Map(s):**

[El Paso county recorded 05/04/1995 under reception no. 43479 at book G5 page 188](#)



## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule A

Order Number: SC55113184-4

**Property Address:**

APPROXIMATELY 16.44 ACRES LOCATED ON SOUTHMOOR DRIVE, FOUNTAIN, CO 80817

**1. Effective Date:**

01/30/2024 at 5:00 P.M.

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

"ALTA" Owner's Policy 06-17-06 Reissue Rate

\$3,289,000.00

Proposed Insured:

DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO  
LIMITED LIABILITY COMPANY

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

FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

BISON REAL ESTATE HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, AND IN A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, ALL IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHWEST QUARTER WITH THE NORTHEASTERLY LINE OF THE COUNTY ROAD, FORMERLY KNOWN AS THE COLORADO SPRINGS AND PUEBLO ROAD AND NOW KNOWN AS SOUTHMOOR DRIVE; THENCE SOUTH 35 DEGREES 02 MINUTES 16 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF SOUTHMOOR DRIVE, A DISTANCE OF 724.26 FEET MORE OR LESS; THENCE SOUTH 89 DEGREES 45 MINUTES 53 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.38 FEET; THENCE NORTH 34 DEGREES 32 MINUTES 34 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF FIVE PLATTED AND UNPLATTED TRACTS, A DISTANCE OF 719.89 FEET TO A POINT ON SAID NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 45 MINUTES 53 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 184.33 FEET TO THE SOUTHWEST CORNER OF THE MART SUBDIVISION; THENCE NORTH 35 DEGREES 56 MINUTES 21 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF SAID LOT AND THE NORTHERLY PROLONGATION, A DISTANCE OF 820.56 FEET TO AN ANGLE POINT IN THE BOUNDARY OF FOUNTAIN COMMONS SUBDIVISION FILING NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1995 AT RECEPTION NO. [43479](#) OF SAID COUNTY RECORDS; THENCE SOUTH 54 DEGREES 17 MINUTES 48 SECONDS WEST, ALONG THE BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 195.60 FEET TO THE SOUTHEAST CORNER OF LOT 2 IN SAID SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID LOT, THE FOLLOWING THREE COURSES: (1) THENCE NORTH 35 DEGREES 38 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.87 FEET; (2) THENCE SOUTH 54 DEGREES 17 MINUTES 48 SECONDS WEST, A DISTANCE OF 162.07 FEET TO A POINT ON SAID EASTERLY LINE OF SOUTHMOOR DRIVE; (3) THENCE SOUTH 27 DEGREES 55 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY LINE OF SOUTHMOOR DRIVE, A DISTANCE OF 248.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 29 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 499.02 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO;

EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF FOUNTAIN, COLORADO BY SPECIAL WARRANTY DEED RECORDED JULY 28, 2016 UNDER RECEPTION NO. [216083794](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: SC55113184-4

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55113184-4

**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. RELEASE OF DEED OF TRUST DATED NOVEMBER 06, 2014, FROM SOUTHMOOR RIDGE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LEGACY BANK TO SECURE THE SUM OF \$816,000.00 RECORDED NOVEMBER 07, 2014, UNDER RECEPTION NO. [214102610](#).
2. RELEASE OF DEED OF TRUST DATED JANUARY 11, 2018 FROM SOUTHMOOR RIDGE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LEGACY BANK TO SECURE THE SUM OF \$1,000,000.00 RECORDED JANUARY 18, 2018 UNDER RECEPTION NO. [218007124](#).
3. RELEASE OF DEED OF TRUST DATED DECEMBER 11, 2019 FROM SOUTHMOOR RIDGE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LEGACY BANK TO SECURE THE SUM OF \$1,000,000.00 RECORDED DECEMBER 20, 2019 UNDER RECEPTION NO. [219162239](#).
4. RELEASE OF BUILDING CODE VIOLATION AS EVIDENCED BY STATEMENT OF PIKES PEAK REGIONAL BUILDING DEPARTMENT RECORDED MAY 12, 2021 UNDER RECEPTION NO. [221094335](#).
5. PROVIDE THE COMPANY WITH ANY AMENDMENTS TO THE OPERATING AGREEMENT FOR FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED NOVEMBER 18, 2013.

NOTE: THE OPERATING AGREEMENT FOR FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES THAT THE MANAGER MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY. MEMBER CONSENT MAY BE REQUIRED FOR ACQUISITIONS OR BORROWING OF MONEY OVER \$500,000.00

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED NOVEMBER 27, 2018 UNDER RECEPTION NO. [218136823](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RONALD WALDTHAUSEN 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.

7. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 19, 2022 UNDER RECEPTION NO. [222070268](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES DARSEY H. NICKLASSON AS THE SOLE 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.

NOTE: THE OPERATING AGREEMENT FOR DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES DARSEY HORAN NICKLASSON, THE SOLE MANAGER AND MEMBER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

8. (THIS ITEM WAS INTENTIONALLY DELETED)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55113184-4

**All of the following Requirements must be met:**

9. GOOD AND SUFFICIENT DEED FROM BISON REAL ESTATE HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
10. SPECIAL WARRANTY DEED FROM FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
11. PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY. SAID REQUIREMENT IS NECESSARY TO EITHER MODIFY OR DELETE EXCEPTION NO. 8.

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

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BISON REAL ESTATE HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND FRONT ROW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF DHN PLANNING AND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2022 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

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

Order Number: SC55113184-4

**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.**

NOTE: UPON RECEIPT OF SELLER AFFIDAVIT, THIS EXCEPTION WILL BE DELETED OR LIMITED.

- 9. RIGHT OF WAY EASEMENT AS GRANTED TO THE SECURITY DEVELOPMENT CO., A COLORADO CORPORATION IN INSTRUMENT RECORDED FEBRUARY 04, 1955, IN BOOK 1479 AT PAGE [372](#).**
- 10. INCLUSION OF SUBJECT PROPERTY IN THE SECURITY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 18, 1966, IN BOOK 2144 AT PAGE [488](#). SERVICE MAP COVERAGE AREA STORED AS IMAGE [61901232](#)**
- 11. (THIS ITEM WAS INTENTIONALLY DELETED)**
- 12. INCLUSION OF SUBJECT PROPERTY IN THE SECURITY WATER DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED OCTOBER 05, 1977, IN BOOK 2968 AT PAGE [112](#) AND SEPTEMBER 30, 1998 UNDER RECEPTION NO. [98141670](#). SERVICE MAP COVERAGE AREA STORED AS IMAGE [61901232](#).**
- 13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FOUNTAIN COMMONS SUBDIVISION FILING NO. 3 RECORDED MAY 4, 1995 AT RECEPTION NO. [43479](#) IN PLAT BOOK G5 AT PAGE [188](#).**
- 14. EXCEPTION OF ALL WATER, WATER RIGHTS, WELLS AND WELL RIGHTS AS CONTAINED IN DEEDS RECORDED APRIL 13, 2001 UNDER RECEPTION NOS. [201045708](#) AND [201045709](#).**
- 15. (THIS ITEM WAS INTENTIONALLY DELETED)**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** SC55113184-4

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITY EASEMENT RECORDED DECEMBER 27, 2006, UNDER RECEPTION NO. [206186495](#).
17. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 1394 RECORDED SEPTEMBER 02, 2009 AT RECEPTION NO. [209104746](#) AND ORDINANCE NO. 1395 RECORDED FEBRUARY 9, 2009 AT RECEPTION NO. [209012618](#). OVERALL DEVELOPMENT PLAN PRELIMINARY PLAT IN CONJUNCTION THEREWITH RECORDED AUGUST 13, 2009 AT RECEPTION NO. [209096270](#).

NOTE: EXCEPTION TO BE DELETED UPON RECEIPT OF AN APPROVE SITE DEVELOPMENT PLAN THAT SUPERSEDES THE REFERENCED PLAN.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITY AND CONSTRUCTION EASEMENTS RECORDED DECEMBER 30, 2011 UNDER RECEPTION NO. [211130331](#).
19. THE EFFECT OF RESOLUTION NO. 15-055, REGARDING SOUTHMOOR RIDGE LLC. DONATION OF FONTAINE BOULEVARD EXTENSION RIGHT-OF-WAY, RECORDED MARCH 09, 2016, UNDER RECEPTION NO. [216024029](#).
20. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE OF THE WATER COURT, CASE NO.: 16CW3055 RECORDED JUNE 19, 2019 UNDER RECEPTION NO. [219067628](#).
21. (THIS ITEM WAS INTENTIONALLY DELETED)
22. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA / NSPS LAND TITLE SURVEY CERTIFIED MAY 17, 2022 PREPARED BY COMPASS SURVEYING & MAPPING, LLC, JOB #220033

SURVEY TO BE UPDATE DATED WITH RIDGELINE SURVEY UPON RECEIPT.

SAID DOCUMENT STORED AS OUR IMAGE [49499529](#)

- A) DIRT PATH TRAVERSING PARCEL
- B) OVERHEAD UTILITY AND UNDERGROUND UTILITY LINES ON PROPERTY WITHOUT APPARENT EASEMENT
- C). UTILITY VAULT OUTSIDE OF EASEMENT
- D) UNDERGROUND COMMUNICATION LINES ON PROPERTY WITHOUT APPARENT EASEMENT.

NOTE: LAND TITLE GUARANTEE COMPANY DOES NOT INSURE WATER OR WATER RIGHTS. THE ABOVE EXCEPTION WAS MADE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT APPEAR ON THE FINAL TITLE POLICY WHEN ISSUED.



## 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.



# 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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