



Customer Distribution

Our Order Number: SC55056552-5

Date: 04-28-2017

Property Address: 5908 BRADLEY RD, COLORADO SPRINGS, CO 80911

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-381-0243 (phone)
877-334-2012 (fax)
kdeherrera@ltgc.com
Company License: CO44565
Contact License: CO463794

Closer's Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
agoller@ltgc.com

For Title Assistance

BEN LOWE
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
blowe@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Buyer/Borrower

FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO
LIMITED LIABILITY LIMITED PARTNERSHIP
Attention: PAK VAN
31 N. TEJON STREET #500
COLORADO SPRINGS, CO 80903
719-377-0244 (work)
pak_van@yahoo.com
Delivered via: Electronic Mail

Agent for Seller

NAI HIGHLAND COMMERCIAL GROUP
Attention: CRAIG ANDERSON
2 NORTH CASCADE AVE #300
COLORADO SPRINGS, CO 80903
719-963-6203 (phone)
719-667-6875 (work)
719-577-0048 (work fax)
anderson@highlandcommercial.com
Delivered via: Electronic Mail

Seller/Owner

CYGNET LAND LLC
Attention: ROGER RANKIN
31 N. TEJON STREET, #309
COLORADO SPRINGS, CO 80903
561-762-5532 (work)
rconchbar@aol.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55056552-5

Date: 04-28-2017

Property Address: 5908 BRADLEY RD, COLORADO SPRINGS, CO 80911

Buyer/Borrower: FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

Seller: FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$1,105.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate 55072-06-036	\$21.00
Hold Open	\$221.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$1,447.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55056552-5

Customer Ref-Loan No.:

Property Address:

5908 BRADLEY RD, COLORADO SPRINGS, CO 80911

1. Effective Date:

04-21-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$900,000.00
Proposed Insured:
FRANK W. HOWARD #2 LIMITED PARTNERSHIP,
LLLP, A COLORADO LIMITED LIABILITY LIMITED
PARTNERSHIP

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

A FEE SIMPLE

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

FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

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

PARCEL A, WATERVIEW PUMP STATION SUBDIVISION EXEMPTION AN EXEMPTION PLAT OF TRACT D OF PAINTED SKY AT WATERVIEW FILING NO. 1, RECORDED JUNE 22, 2015 UNDER RECEPTION NO. [215713634](#), AND AMENDED BY SURVEYOR'S AFFIDAVIT OF CORRECTION RECORDED JULY 28, 2016 UNDER RECEPTION NO. [216083733](#), COUNTY OF EL PASO, STATE OF COLORADO.

Copyright 2006-2017 American Land Title Association. All Rights Reserved

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: SC55056552-5

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. (ITEM INTENTIONALLY DELETED)
4. PARTIAL RELEASE OF DEED OF TRUST DATED AUGUST 29, 2007, FROM FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF WATERVIEW I METROPOLITAN DISTRICT TO SECURE THE SUM OF \$360,000.00 RECORDED AUGUST 30, 2007, UNDER RECEPTION NO. [207113535](#).
5. WARRANTY DEED FROM FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP RECORDED NOVEMBER 18, 2015 UNDER RECEPTION NO. [215124407](#) DISCLOSES ROGER B. RANKIN, AS MANAGER WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED ON THE OWNER'S POLICY.

UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2015 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: SC55056552-5

The following are the requirements to be complied with:

AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2016 AND SUBSEQUENT YEARS.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55056552-5

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED, MARCH 31, 1877 IN BOOK 20 AT PAGE [466](#) AND JULY 27, 1885 IN BOOK 72 AT PAGE [71](#).
9. RIGHT OF WAY AND EASEMENT GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION SYSTEMS PURPOSES RECORDED OCTOBER 31, 1952 IN BOOK 1362 AT PAGE [137](#). ASSIGNMENT TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED JUNE 9, 1972 IN BOOK 2495 AT PAGE [424](#).
10. (ITEM INTENTIONALLY DELETED)
11. THE EFFECT OF EFFECT OF RESOLUTION NO. 04-380 REGARDING ZONING RECORDED NOVEMBER 23, 2004 UNDER RECEPTION NO. [204193024](#), AS CORRECTED BY INSTRUMENT RECORDED MARCH 9, 2005 UNDER RECEPTION NO. [205043657](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENTS WITH THE SECURITY WATER AND SANITATION DISTRICTS RECORDED OCTOBER 07, 2005 AT RECEPTION NO. [205159969](#), APRIL 17, 2006 UNDER RECEPTION NO. [206055788](#) AND RECORDED MAY 30, 2006 AT RECEPTION NO. [206078616](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 5, 2013 UNDER RECEPTION NO. [213136381](#) AND AS AMENDED IN INSTRUMENT RECORDED MAY 21, 2015 UNDER RECEPTION NO. [215051122](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55056552-5

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 20, 2005, UNDER RECEPTION NO. [205167793](#).
14. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 25, 2005, UNDER RECEPTION NO. [205170034](#).
15. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 25, 2005, UNDER RECEPTION NO. [205170035](#).
16. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WATERVIEW I METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 08, 2005, UNDER RECEPTION NO. [205195476](#). RESOLUTION NO. 05-384, REGARDING SERVICE PLAN IN CONJUNCTION THEREWITH RECORDED SEPTEMBER 12, 2005 UNDER RECEPTION NO. [205142632](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SANITARY SEWER EASEMENT RECORDED AUGUST 04, 2006 AT RECEPTION NO. [206115447](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PUD DEVELOPMENT PLAN RECORDED OCTOBER 16, 2006 AT RECEPTION NO. [206152341](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED APRIL 16, 2007 UNDER RECEPTION NO. [20752333](#) AND MAY 1, 2007 UNDER RECEPTION NO. [207058188](#).
20. THE EFFECT OF NOTICE OF POTENTIAL AIRCRAFT OVERFLIGHT AND NOISE IMPACT, RECORDED APRIL 26, 2007 UNDER RECEPTION NO. [207056061](#).
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PAINTED SKY AT WATERVIEW FILING NO. 1 RECORDED MAY 21, 2007 AT RECEPTION NO. [207712585](#). RESOLUTIONS REGARDING EL PASO COUNTY ACCEPTANCE OF STREETS IN CONNECTION WITH SAID PLAT AS FOLLOWS: RESOLUTION NO. 08-470 RECORDED NOVEMBER 25, 2008 UNDER RECEPTION NO. [208126065](#), RESOLUTION NO. 09-133 RECORDED APRIL 15, 2009 UNDER RECEPTION NO. [209038766](#), RESOLUTION NO. 10-542 RECORDED DECEMBER 22, 2010 UNDER RECEPTION NO. [210130695](#), RESOLUTION NO. 11-191 RECORDED JUNE 13, 2011 UNDER RECEPTION NO. [211056920](#), RESOLUTION NO. 11-246 RECORDED AUGUST 1, 2011 UNDER RECEPTION NO. [211073885](#), RESOLUTION NO. 12-299 RECORDED JULY 20, 2012 UNDER RECEPTION NO. [212082847](#) AND RESOLUTION NO. 14-233 RECORDED JUNE 25, 2014 AT RECEPTION NO. [214054892](#).
22. RIGHT OF WAY EASEMENT AS GRANTED TO WATERVIEW I METROPOLITAN DISTRICT IN INSTRUMENT RECORDED JULY 17, 2008, UNDER RECEPTION NO. [208081023](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE DETENTION BASIN-STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT RECORDED MARCH 31, 2011 UNDER RECEPTION NO. [211032173](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55056552-5

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

BETWEEN SECURITY WATER DISTRICT AND WATERVIEW INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED AUGUST 4, 2011 UNDER RECEPTION NO. [211075413](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BRADLEY ROAD AND GOLDFIELD DRIVE/GRINNELL BOULEVARD TRAFFIC SIGNAL CONSTRUCTION AND COMPLETION AGREEMENT RECORDED MARCH 08, 2012 AT RECEPTION NO. [212026618](#). APPENDIX TO BRADLEY ROAD AND GOLDFIELD DRIVE/GRINNELL BOULEVARD TRAFFIC SIGNAL CONSTRUCTION AND COMPLETION AGREEMENT RECORDED MARCH 8, 2012 AT RECEPTION NO. [212026622](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BRADLEY ROAD CONSTRUCTION AGREEMENT RECORDED MARCH 15, 2012 AT RECEPTION NO. [212029075](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE PERMANENT EASEMENT RECORDED JANUARY 16, 2013 UNDER RECEPTION NO. [213006736](#).
28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WATERVIEW PUMP STATION SUBDIVISION EXEMPTION AN EXEMPTION PLAT OF TRACT D OF PAINTED SKY AT WATERVIEW FILING NO. 1 RECORDED JUNE 22, 2015 UNDER RECEPTION NO. [215713634](#). RESOLUTION NO. 15-225 IN CONJUNCTION THEREWITH RECORDED MAY 28, 2015 AT RECEPTION NO. [215053667](#).
29. TERMS AND CONDITIONS CONTAINED IN QUITCLAIM DEED RECORDED FEBRUARY 16, 2017 UNDER RECEPTION NO. [217018960](#).
30. EXISTING LEASES AND TENANCIES NOT SHOWN BY THE PUBLIC RECORDS.
31. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JANUARY 14, 2016 PREPARED BY STEWART L. MAPES, JR. FOR AND ON BEHALF OF CLARK LAND SURVEYING, INC., JOB #15999162:
A: CHAIN LINK FENCE IN SOUTHEAST PORTION OF SUBJECT PROPERTY IS NOT COINCIDENT WITH THE SURVEYED BOUNDARY LINE.
B: UNDERGROUND ELECTRIC LINE IN EASTERN PORTION OF SUBJECT PROPERTY LOCATED OUTSIDE OF RECORD EASEMENT.
32. SUCH STATE OF FACTS OCCURRING SUBSEQUENT TO JANUARY 14, 2016, DATE OF ALTA/ACSM LAND TITLE SURVEY BY STEWART L. MAPES, JR. FOR AND ON BEHALF OF CLARK LAND SURVEYING, INC. AS WOULD BE DISCLOSED BY A CURRENT, ACCURATE SURVEY AND INSPECTION OF THE SUBJECT PREMISES.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.



LAND TITLE GUARANTEE COMPANY

LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

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-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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: 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.



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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 value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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


John E. Freyer, Jr.
President



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary