



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Name: Team Osprey Escrow Officer Number: (303)876-1112
Issuing Office's ALTA® Registry ID: 1105402 Commitment Number: NCS-1298397-CO Issuing Office File Number: NCS-1298397-CO Property Address: 3195 & 3275 County Line Road, 20040 Capella Drive, 910 County Line Road, Monument, CO 80132 Revision Number:	Escrow Officer Email: COTeamOsprey@firstam.com Escrow Assistant Name: Escrow Assistant Number: Escrow Assistant Email: Title Officer Name: Sarah Probst Title Officer Number: (303)876-1123 Title Officer Email: SProbst@firstam.com Title Assistant Name: Cullen Jenkins Title Assistant Number: Title Assistant Email: cujenkins@firstam.com

SCHEDULE A

1. Commitment Date: June 05, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. None - See Schedule B, Part I
Proposed Insured: None
Proposed Amount of Insurance: None
The estate or interest to be insured: None
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

The United Congregational Church, a Colorado non-profit corporation
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1298397-CO

EXHIBIT A

The Land referred to herein below is situated in the County of El Paso, State of Colorado, and is described as follows:

A PARCEL OF LAND BEING A PORTION OF THAT LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, SECTION 4, AND THE EAST HALF OF SECTION 5, ALL WITHIN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PALMER LAKE, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 IS ASSUMED TO BEAR NORTH 00°56'43" WEST AND BEING MONUMENTED AT THE SOUTH END BY A 2.5" IRON PIPE WITH A 3" IRON CAP STAMPED, "WC CTR, SEC 4, T11S, R67W" AND AT THE NORTH END A 3.5" ALUMINUM CAP STAMPED, "EL PASO COUNTY DOT, 2001, LS 17496" IN A MONUMENT BOX. COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 00°56'43" WEST, THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST PALMER DIVIDE ROAD, AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°43'15" EAST, A DISTANCE OF 1333.93 FEET;
2. NORTH 89°43'16" EAST, A DISTANCE OF 1333.55 FEET;
3. NORTH 89°45'41" EAST, A DISTANCE OF 1348.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 3;
THENCE SOUTH 00°42'21" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1502.49 FEET, TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 3;

THENCE SOUTH 88°58'55" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1340.17 FEET TO THE NORTH SIXTEENTH CORNER COMMON TO SECTION 3 AND SECTION 4;

THENCE SOUTH 89°34'51" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1335.76 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE SOUTH 00°55'25" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1359.73 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 4;

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THENCE SOUTH 89°41'35" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1332.89 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4;

THENCE SOUTH 00°56'59" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 383.01 FEET TO A POINT WHICH LIES NORTH 89°08'56" EAST, A DISTANCE OF 1.90 FEET, OF A 0.75" IRON PIPE MONUMENTING THE NORTHEAST CORNER OF LOT 37, BLOCK 2 LAKEVIEW HEIGHTS UNIT 4 RECORDED AT RECEPTION NO. 527978 IN SAID RECORDS;

THENCE SOUTH 89°29'07" WEST, ALONG THE NORTH BOUNDARY OF SAID LAKEVIEW HEIGHTS UNIT 4, A DISTANCE OF 652.12 FEET TO THE NORTHWEST CORNER OF SAID LAKEVIEW HEIGHTS UNIT 4;

THENCE SOUTH 00°59'07" EAST, ALONG THE WEST BOUNDARY OF SAID LAKEVIEW HEIGHTS UNIT 4, A DISTANCE OF 500.86 FEET TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 2 OF SAID LAKEVIEW HEIGHTS UNIT 4 MONUMENTED BY A 0.75" IRON PIPE;

THENCE SOUTH 89°33'50" WEST, ALONG THE NORTH BOUNDARY OF SAID LAKEVIEW HEIGHTS UNIT 4 AND THE NORTH BOUNDARY OF LAKEVIEW HEIGHTS UNIT 3 RECORDED AT RECEPTION NO. 498896 IN SAID RECORDS, A DISTANCE OF 2,010.94 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3, LAKEVIEW HEIGHTS UNIT 3 RECORDED AT RECEPTION NO. 2653 IN SAID RECORDS, MONUMENTED BY A 0.75" IRON PIPE;

THENCE NORTH 00°54'13" WEST, ALONG THE EAST BOUNDARY OF LAKEVIEW HEIGHTS UNIT 2 RECORDED AT RECEPTION NO. 448297 IN SAID RECORDS, A DISTANCE OF 45.65 FEET TO THE MOST EASTERLY NORTHEAST CORNER OF SAID LAKEVIEW HEIGHTS UNIT 2, SAME BEING THE SOUTH CORNER OF LOT 1, THE LOMAND SUBDIVISION RECORDED AT RECEPTION NO. 211713166 IN SAID RECORDS, MONUMENTED BY A 0.75" IRON PIPE;

THENCE ALONG THE SOUTHWESTERLY AND WESTERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 68°59'45" WEST, A DISTANCE OF 303.87 FEET TO A 0.75" IRON PIPE;
2. NORTH 21°00'44" EAST, A DISTANCE OF 25.01 FEET TO A 0.75" IRON PIPE;
3. NORTH 68°57'32" WEST, A DISTANCE OF 350.50 FEET TO A 0.75" IRON PIPE;
4. NORTH 21°06'38" EAST, A DISTANCE OF 25.01 FEET TO A 0.75" IRON PIPE;
5. NORTH 69°06'59" WEST, A DISTANCE OF 199.29 FEET TO A 0.75" IRON PIPE;
6. NORTH 68°56'13" WEST, A DISTANCE OF 203.02 FEET TO A NO. 5 REBAR WITH A 1.25" ORANGE PLASTIC CAP, STAMPED, LS 14166";
7. NORTH 00°36'20" EAST, A DISTANCE OF 193.38 FEET TO A NO. 5 REBAR WITH A 1.25" ORANGE

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PLASTIC CAP, STAMPED, LS 14166";

8. NORTH 89°25'53" WEST, A DISTANCE OF 84.64 FEET TO A NO. 5 REBAR WITH A 1.25" ORANGE PLASTIC CAP, STAMPED, LS 14166";

9. NORTH 19°58'48" WEST, A DISTANCE OF 47.68 FEET TO A NO. 5 REBAR WITH A 1.25" RED PLASTIC CAP STAMPED, "LS 25629";

10. NORTH 77°02'10" WEST, A DISTANCE OF 16.42 FEET TO A NO. 5 REBAR WITH A 1.25" RED PLASTIC CAP (ILLEGIBLE);

11. NORTH 00°51'13" WEST, A DISTANCE OF 169.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 MONUMENTED BY A 1.25" YELLOW PLASTIC CAP STAMPED, "PLS 23875";

THENCE NORTH 89°55'13" EAST, ALONG THE NORTH BOUNDARY OF SAID LOT 1 AND THE SOUTH BOUNDARY OF LAKE SHADOWS RECORDED AT RECEPTION NO. 1381330 IN SAID RECORDS, A DISTANCE OF 194.33 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID LAKE SHADOWS MONUMENTED BY A NO. 5 REBAR WITH A 1.25" YELLOW PLASTIC CAP STAMPED, "PLS 23875";

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAKE SHADOWS THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°56'29" WEST, A DISTANCE OF 420.63 FEET TO A NO. 3 REBAR (NO CAP);

2. NORTH 15°43'05" EAST, A DISTANCE OF 201.07 FEET TO A NO. 3 REBAR WITH A 1" WHITE PLASTIC CAP STAMPED, "PLS 11710";

3. NORTH 14°54'27" EAST, A DISTANCE OF 59.33 FEET TO THE SOUTHEAST CORNER OF LOT 28 OF SAID LAKE SHADOWS MONUMENTED BY A NO. 3 REBAR WITH A 1" WHITE PLASTIC CAP (ILLEGIBLE);

THENCE SOUTH 75°44'35" EAST, ALONG THE NORTHERLY RIGHT-OF-WAY OF ST. ANDREW STREET AND THE SOUTHERLY BOUNDARY OF BLOCKS 18 AND 19 OF EAST PALMER LAKE, IN PLAT BOOK A AT PAGE 196 RECORDED AUGUST 1887, A DISTANCE OF 299.28 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 19 MONUMENTED BY A NO. 3 REBAR (NO CAP);

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID BLOCK 19 THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°12'28" EAST, A DISTANCE OF 232.95 FEET TO A NO. 3 REBAR (NO CAP);

2. SOUTH 87°29'57" EAST, A DISTANCE OF 256.62 FEET TO WESTERLY RIGHT-OF-WAY OF GLEN DRIVE OF SAID EAST PALMER LAKE AND TO A NON-TANGENT CURVE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND THE ARC OF A NON-TANGENT CURVE TO THE

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LEFT HAVING A CENTRAL ANGLE OF 05°47'08", A RADIUS OF 1,000.00 FEET, AN ARC LENGTH OF 100.98 FEET, THE CHORD OF WHICH BEARS SOUTH 10°18'55" EAST, A DISTANCE OF 100.94 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 27 OF SAID EAST PALMER LAKE MONUMENTED BY A NO. 3 REBAR WITH A WHITE PLASTIC CAP (ILLEGIBLE);
THENCE SOUTH 68°26'02" EAST, ALONG THE NORTH BOUNDARY OF THAT PARCEL OF LAND AS DESCRIBED IN SAID QUITCLAIM DEED, A DISTANCE OF 319.77 FEET TO THE SOUTHEAST CORNER OF LOT 10 OF SAID BLOCK 27 AT THE SOUTHERLY BOUNDARY OF SAID EAST PALMER LAKE MONUMENTED BY A NO. 3 REBAR WITH A 1" WHITE PLASTIC CAP STAMPED, "LS 11710";

THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID EAST PALMER LAKE THE FOLLOWING THREE (3) COURSES:

1. NORTH 79°19'45" EAST, A DISTANCE OF 194.73 FEET TO A MAG NAIL WITH FLAGGING IN A ROCK OUTCROPPING;
2. SOUTH 87°35'46" EAST, A DISTANCE OF 1,363.31 FEET TO A NO. 3 REBAR (NO CAP);
3. NORTH 00°56'22" WEST, A DISTANCE OF 2,299.74 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID WEST PALMER DIVIDE ROAD MONUMENTED BY A NO. 4 REBAR WITH A 1" YELLOW PLASTIC CAP (ILLEGIBLE);

THENCE NORTH 89°41'41" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 983.83 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 4, THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY:

STACY LYNN JACOBS, PLS COLORADO REG. NO. 38495
FOR AND ON BEHALF OF: MANHARD CONSULTING

For informational purposes only: APN(s): 7103000028, 7104001010, 7104001010, 7104000002, 7104200012, 7105424044 & 7104237002

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SCHEDULE B, PART I—Requirements

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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SCHEDULE B, PART II—Exceptions

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.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
3. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
7. Any existing leases or tenancies.
8. Rights of way for County Roads 30 feet on either side of section and township lines, as established by the Resolution of the Board of County Commissioners of El Paso County, recorded June 20, 1917 in [Book 571 at Page 55](#).
9. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the

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purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded July 13, 1878 in [Book 25 at Page 247](#).

NOTE: Affects the NE 1/4 of Section 3.

10. Rights of the public in and to a 30 foot wide roadway as established by Agreement to Lay Out Roadway recorded December 5, 1882 in [Book 42 at Page 464](#).
11. The Map of East Palmer Lake recorded August 30, 1887 in Plat [Book A at Page 196](#).
12. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded December 10, 1954 in [Book 1469 at Page 102](#).
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Indenture recorded November 19, 1971 in [Book 2450 at Page 586](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 in [Book 2941 at Page 577](#), and recorded July 18, 1977 at Reception No. [341358](#), and by instrument recorded March 23, 2001 at Reception No. [201034896](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Resolutions concerning the Animal Control Area of El Paso County recorded October 20, 1999 at Reception No. [99163142](#), recorded July 31, 2001 at Reception No. [201108508](#), recorded September 21, 2001 at Reception No. [201138044](#), recorded November 07, 2002 at Reception No. [202195447](#) and re-recorded January 23, 2003 at Reception No. [203015803](#), August 11, 2006 at Reception No. [206118779](#), recorded July 31, 2007 at Reception No. [207101123](#) and re-recorded August 29, 2007 at Reception No. [207113049](#), recorded August 06, 2007 at Reception No. [207103126](#) and re-recorded August 29, 2007 at Reception No. [207113050](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 00-72 recorded March 20, 2000 at Reception No. [200028818](#).
17. An easement for transmission and distribution of electrical energy and incidental purposes granted to Mountain View Electric Association, Inc., a Colorado corporation, as set forth in an instrument recorded April 21, 2000 at Reception No. [200043732](#).

NOTE: Affects the NE1/4 NE1/4 of Section 3.

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18. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Lomand Subdivision, recorded November 4, 2011 at Reception No. [211713166](#).

NOTE: Affects that portion in Section 5.

19. The effect of QuitClaim Deed recorded April 4, 2016 at Reception No. [216034050](#).

NOTE: The legal description attached to said Deed does not include the Ordinance vacating that portion of Glen Drive and does not contain a metes and bounds description of the partial lots and vacated portion of Glen Drive.

NOTE: Affects that portion of subject property located in East Palmer Lake Subdivision.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 21-122, Approving the Santa Fe Open Space Master Plan recorded March 31, 2021 at Reception No. [221063051](#).

21. Terms, conditions, restrictions, provisions, obligations and agreements as set forth in the Order, Judgment, and Decree Disconnecting Property from the Town of Palmer Lake recorded December 2, 2024 at Reception No. [224095051](#).

NOTE: Affects those portions in Sections 4 and 5.

22. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 25-109 recorded April 10, 2025 at Reception No. [225029237](#).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), 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.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of

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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 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 C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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.

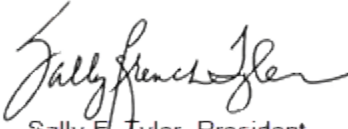
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


William J. Aulbert, Secretary

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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 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, this 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;

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- 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.

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- 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 closing, settlement, escrow, or any other purpose.
- 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>.

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