

Recording Requested by and When Recorded
Return to:
El Paso County
Planning and Community Development
Department
2880 International Circle
Colorado Springs, Colorado 80910

FOR RECORDER USE ONLY

COMBINATION AGREEMENT
File No. EXCMB-_____

This Combination Agreement is made and entered into this 24th day of January, 2023, by and between GKB LLC, hereinafter referred to as "OWNER" which term shall include his or her heirs, beneficiaries, personal representatives, successors and assigns, and EL PASO COUNTY, a Colorado municipal corporation, hereinafter referred to as "COUNTY".

WHEREAS, OWNER owns and holds title to the following described real property (hereinafter referred to as "the PROPERTY"):

Refer to: EXHIBIT A LEGAL DESCRIPTION attached

(ENTER LEGAL DESCRIPTION OF PROPERTIES)

WHEREAS, the PROPERTY comprises two or more conforming lots, tracts or parcels located within the unincorporated area of the COUNTY; and

WHEREAS, OWNER desires to combine the PROPERTY into a single lot or parcel in conformance with the combination of contiguous lots/parcels provisions of COUNTY regulations.

NOW THEREFORE, for and in consideration of the facts set forth herein:

1. OWNER agrees that the PROPERTY has been combined together and is considered one parcel for purposes of zoning administration and any future sale, mortgages, or other real estate-related actions; and
2. OWNER agrees and covenants that OWNER will not hereafter convey to any third party or otherwise divest title to any portion of the PROPERTY comprising less than the entirety of the PROPERTY without first recording among the Public Records of El Paso County, Colorado a document granting the express consent of COUNTY to such conveyance or divestiture. OWNER understands that said consent of COUNTY may require OWNER to remove the uses or structures that would be considered nonconforming or a violation of the COUNTY regulations as a result of such conveyance or divestiture, and may subject the OWNER to compliance with land development processes and approvals; and
3. OWNER agrees that any attempted conveyance or divestiture in violation hereof shall be void and of no effect; and
4. OWNER agrees that, in addition to all other available legal and equitable remedies, including injunctive relief, available to COUNTY for the violation hereof by OWNER, any such violation shall also constitute a violation of COUNTY regulations subject to all penalties and enforcement procedures provided for therein. In any litigation or enforcement proceeding arising out of violation of this Combination Agreement by OWNER, COUNTY shall be entitled to an award of reasonable attorney's fees and costs incurred therein, including attorney's fees and costs incurred in appellate proceedings; and
5. OWNER understands and agrees that this Combination Agreement does not relieve the PROPERTY from compliance with regulations or criteria of other agencies or departments or the County's regulations, except as otherwise expressly provided for by the County's regulations; and
6. OWNER understands and agrees that the Combination Agreement does not eliminate lot lines or any easements associated with the PROPERTY; and

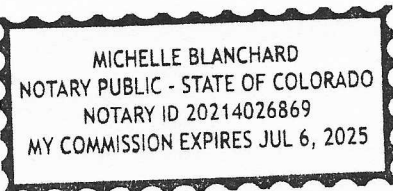
7. OWNER understands and agrees that this Combination Agreement does not guarantee that the PROPERTY will be considered a "buildable parcel"; and
8. OWNER agrees that this Agreement shall constitute a covenant running with the PROPERTY for the benefit of the COUNTY, and shall be binding upon the heirs, beneficiaries, personal representatives, successor and assigns of OWNER.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 24th day of January, 2023.

OWNER

STATE OF Colorado)
COUNTY OF El Paso)

s.s.



[Signature]
Owner Kirk B. Beardsley Managing Partner for GKB LLC
Print Name

The foregoing instrument was acknowledged before me this 24th day of January, 2023 by Kirk Beardsley, COUNTY of El Paso. He/she is personally known to me or has produced Colorado State Drivers License as identification.

[Signature]
Notary Public
My Commission Expires: 07-06-2025

OWNER

N/A
STATE OF _____)
COUNTY OF _____)

s.s.

Owner _____
Print Name

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, COUNTY of _____. He/she is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

MORTGAGE JOINDER

N/A
STATE OF _____)
COUNTY OF _____)

s.s.

The undersigned holder of a Mortgage encumbering the Property dated _____, 20____, recorded with Reception # _____ in the Public Records of El Paso County, Colorado, hereby joins in this

EXHIBIT A LEGAL DESCRIPTION

PROPERTY DESCRIPTION PARCEL 1:

All of the remainder of the parcel as described in Deed recorded on February 19, 1968 in Book 2221, Page 715, of the Official Public Records of El Paso County, Colorado, being more particularly described as follows:

That portion of the SE1/4 of Section 12, Township 14 S, Range 65 W of the 6th P.M., Commencing at the Southeast Corner of the SE1/4, Section 12, as shown on a plat recorded in Book H2 at Page 10 of the El Paso County records, thence Westerly on the South line of said SE1/4, 386.82 feet to the centerline of a County road; thence N0°31'30"W along said centerline 1265.21 feet to the point of beginning; thence N88°42'06"W, 1317.21 feet; thence N88°43'30"W, 231 feet to a point which is 691.97 feet from the West line of said SE1/4; thence N0°31'30"W, 660.30 feet to a point on the North line of the County Road which is 685.91 feet from the West line of Said SE1/4; thence S88°39'56"E, 560.00 feet along the North line of said County Road thence N0°27'37"W, 693.64 feet to a point on the North line of said SE1/4, which is 78.91 feet Westerly from the NW Corner of the NE1/4 of said SE1/4; thence S89°56'40"E, 78.91 feet along said North line SE1/4 to said NW corner; thence continuing on the last mentioned course S89°56'40"E, 1029.00 feet to a point on the North line of said SE1/4 which is 290.00 feet Westerly from the NE corner of said SE1/4; thence S0° on a line parallel with the East line of said SE1/4, 1377.21 feet; thence N88°42'06"W, 108.51 feet to the point of beginning, except those portions thereof as described in Deed recorded in Book 2017 at Page 894 of the records of El Paso County, Colorado.

Lying east of the 60 foot right of way, as described in Deed recorded on March 18, 1968 in Book 2226, Page 609, of the Official Public Records of El Paso County, Colorado.

PROPERTY DESCRIPTION PARCEL 2:

All of the remainder of Tract B as described in Warranty Deed recorded on May 6, 1970 in Book 2342, Page 798, of the Official Public Records of El Paso County, Colorado, being more particularly described as follows:

Tract B

A portion of the SE1/4 of the NE1/4 of Section 12, Twp. 14 South, Range 65 West; a portion of the SE1/4 of Section 12, Twp. 14 South, Range 65 West; and a portion of the SW1/4 of Section 7, Twp. 14 South, Range 64 West of the 6th P.M., El Paso County, Colorado and being described as follows:

From the point of intersection of the North right of way line of State Highway #94 with the section line common to sections 12 and 7 abovementioned, run West on said North line 356.8 feet to the East line of a road as heretofore conveyed to El Paso County; thence N0°31'30"W on said east line 1265.2 feet; thence S88°42'06"E a distance of 78.5 feet to a point on a line parallel to and 290 feet West of the East line of Section 12 abovementioned; thence Due North on said parallel line 1374.8 feet, more or less, to a point on the south line of the SE1/4 of the NE1/4 of said Section 12; thence N89°56'40"W on said South line a distance of 14.5 feet to a point on the Easterly line of Corral Valley Road; thence Northerly on said road line on a curve to the right having a Radius of 821.58 feet to a point of reverse curve that bears N31°18'E a distance of 248.59 feet thence on a curve to the left having a radius of 881.58 feet to a point of intersection with the East line of said Section 12, said point bearing N27°39'E a distance of 381.78 feet; thence Due South on said Section line 551.74 to the Southeast corner of the SE1/4 of the NE1/4 of said Section 12; thence East on the North line of the SW1/4 of Section 7 abovementioned a distance of 78.5 feet; thence Due South 2640.0 feet more or less,

to a point on the North line of State Highway #94; thence West on said north line 78.5 feet to the point of beginning.

Lying west of the parcel as described in Warranty Deed recorded on September 24, 1976 in Book 2862, Page 872 of the Official Public Records of El Paso County, Colorado.

PROPERTY DESCRIPTION PARCEL 3:

All of the remainder of the parcel as described in Warranty Deed recorded on July 16, 1971 in Book 2422, Page 493, of the Official Public Records of El Paso County, Colorado, being more particularly described as follows:

The following described real property in Section 7, Township 14 South, Range 64 West of the 6th P.M., El Paso County, Colorado:

That portion of the SW1/4 of the NW1/4 of said Section 7 that is described as follows: From the Southwest corner of the SW1/4 of the NW1/4 of said Section 7, run North on the West line thereof a distance of 551.74 feet to a point of intersection with the Easterly line of Corral Valley Road as platted in Corral Bluffs subdivision; thence East parallel to the South line of said SW1/4 of the NW1/4 a distance of 671.18 feet; thence South parallel to the first course 551.74 feet to a point on the South line of the SW1/4 of the NW1/4 of said Section 7; thence West on said South line 671.18 feet to the point of beginning, and that portion of the SW1/4 of said Section 7 that is described as follows: From the southwest corner of said SW1/4 run North on the West line thereof a distance of 50.00 feet to a point on the North line of State Highway #94; thence East on said North line 78.5 feet for the point of beginning of the tract herein described; thence North parallel to the West line of said Section 7 a distance of 2590, more or less, to a point on the North line of the SW1/4 of said Section 7; thence East on said North line a distance of 592.68 feet; thence South parallel with the West line of said Section 7 a distance of 2590 feet, more or less, to a point on the North line of State Highway #94; thence West on said North line 592.68 feet to the point of beginning.

Lying north of the parcel as described in Warranty Deed recorded on September 24, 1976 in Book 2862, Page 872 of the Official Public Records of El Paso County, Colorado.

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: N0030394-010-TO2-NB , Amendment No. 34

1. **Effective Date:** January 13, 2023 at 8:00 a.m.
2. The estate or interest in the land described or referred to in this Title Report is:

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

GKB, LLC, a Colorado limited liability company
4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) Corral Valley Road and N Meridian Road vicinity (Parcel W and Outlot 1 portion), Colorado Springs, CO

Attached Legal Description

Parcel One: (also referred to as Parcel Won Land Survey recorded November 16, 1998 at Reception No. 098900233)

A tract of land lying in the West ½ of Section 7, Township 14 South, Range 64 West and in the East ½ of Section 12, Township 14 South, Range 65 West of the Sixth Principal Meridian in the County of El Paso, State of Colorado, described as follows:

Commencing at the West ¼ corner of said Section 7; Thence S00°00'07"W along the West Line of said Section 7, 267.82 feet to the Northwest Corner of a tract described in Book 2862 at Page 872 and the True Point of Beginning of the tract herein described; thence S89°42'00"E parallel with the East-West Centerline of said Section 7, 671.21 feet, thence N00°00'06"W parallel with the West Line of the Northwest ¼ of said Section 7, 819.09 feet to the Northeast Corner of a tract described in Book 2422, Page 493; thence N89°42'00"W along the North Line of said Book 2422, Page 493 being parallel with the South Line of the Northwest ¼ of said Section 7, 671.18 feet to the intersection of the East Line of Corral Valley Road and the West Line of the NW ¼ of said Section 7; thence along the East Line of Corral Valley Road on a curve to the right having a radius of 881.68 feet through a central angle of 25°00'38", (the chord of which bears S27°29'34"W) an arc length of 384.87 feet to a point of reverse curve; thence continuing along the East Line of Corral Valley Road on a curve to the left having a radius of 821.68 feet through a central angle of 40°00'00" (the chord of which bears S19°59'54"W) an arch length of 523.91 feet; thence continuing along the Easterly Line of said Corral Valley Road S00°37'52"W 401.28 feet; thence continuing along the Easterly Line of said Corral Valley Road S00°31'11"E 1907.22 feet to a point on the North Right of Way Line of Colorado State Highway No. 94 (Project No. S 0020 (3)); thence S89°32'19"E along said North Right of Way Line 355.55 feet to a point on the East Line of the Southeast ¼ of said Section 12; thence N00°00'07"E along said East line 106.93 feet to the Southwest Corner of the North ½ of the Southwest ¼ of said Section 7; thence N00°00'07"E along said Section Line 1052.11 feet more or less of the Point of Beginning.

Parcel Two: (also referred to as Outlot 1 on Land Survey recorded November 16, 1998 at Reception No. 098900233)

A parcel of land lying East of the North-South Centerline of Section 7, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of the North ½ of the Southwest ¼ of said Section 7; thence N 00°27'14"E along said North-South Centerline of Section 7, (with all bearing herein relative thereto) a distance of 534.10 feet to the True Point of Beginning; thence S89°42'00"E, parallel with the East-West centerline of said Section 7, a distance of 318.20 feet to the corner of Parcel "A", as described in Book 2801, Page 128; thence N00°27'14"E parallel with said North-South Centerline and along the East Line of said Parcel "A", a distance of 513.42 feet to the Northeast Corner of Said Parcel "A"; thence N89°42'00"W parallel with said East-West Centerline a distance of 318.20 feet to a point on said North-South Centerline; thence S00°27'14"W along said North-South Centerline a distance of 513.42 feet to the True Point of Beginning.

Parcel Three: (rectangular parcel adjacent to the west of Outlot 1 of Land Survey recorded November 16, 1998 at Reception No. 098900233 for reference only)

A PARCEL OF LAND LYING WEST OF THE NORTH-SOUTH CENTERLINE OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE N 00°27'14" E ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 7, (WITH ALL BEARINGS HEREIN RELATIVE THERETO) A DISTANCE OF 837.53 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED UNDER RECEPTION NO. 210028703; THENCE N 89°42'00" W PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF ABOVE DESCRIBED PARCEL A DISTANCE OF 84.85 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED UNDER RECEPTION NO. 200070605; THENCE S 00°03'24" E ALONG THE EAST

LINE OF THE ABOVE DESCRIBED PARCEL A DISTANCE OF 837.67 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE S 89°47'58" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7 A DISTANCE OF 77.39 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Excepting any portion of Parcels Three and Four that may be contained within State Highway 94 and Coral Valley Road as relocated.
9. The Vested Owner (and now their heirs, devisees and legatees) owned this property going back to 1965 when larger portions of Sections 7 and 12 were conveyed to George L. Beardsley. Over the years, several parts of the acquired property were conveyed to others leaving remainder land. No legals exist for the parcels described herein and the Company will not insure the properties until such time as valid legals are made by a licensed surveyor.
10. Reservations contained in the following Patents:

From: The United States of America
To: Edwin J. Eaton
Filing Date: April 10, 1882
Filing No: 2308 Affects Parcels Three and Four

From: The United States of America
To: Justus R. Friedline
Filing Date: December 31, 1890
Filing No: 4813 Affects portion of Parcel Two in W1/2NE1/4 Section 7

From: The United States of America
To: William T. Warford
Filing Date: September 7, 1916
Filing No: 14122 Affects Parcel One

From: The United States of America
To: Fredrick Weeber
Filing Date: July 28, 1916
Filing No: 17539 Affects portion of Parcel Two in E1/2SW1/4 Section 7

From: The United States of America
To: Alpheus R. Eastman

Filing Date: February 8, 1900
Filing No: 41502 Affects portion of Parcel Two in SE1/4 Section 7

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the 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, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

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

Granted to: Mountain View Electric Association
Purpose: transmission and distribution lines
Recording Date: April 9, 1965
Recording No: Book 2068 at Page 577
Affects Parcel Two

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

Granted to: El Paso County Mutual Telephone Company
Purpose: electrical and telephone transmission lines
Recording Date: July 21, 1971
Recording No: Book 2423 at Page 600
Affects Parcel Two

13. Terms, conditions, provisions, agreements and obligations contained in the Notice Pursuant to 1973 Colorado Revised Statutes Concerning Underground Facilities of The El Paso County Telephone Company as set forth below:

Recording Date: January 39, 1982
Recording No.: Book 3527 at Page 176
Affects all Parcels

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

Granted to: El Paso County telephone Company
Purpose: electrical transmission lines
Recording Date: September 21, 1983
Recording No: Book 3782 at Page 1077
Affects Parcels Three and Four

15. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Ellicott Metropolitan District, as evidenced by instrument(s)

Recording Date: February 11, 1997
Recording No.: Reception No. 97015577
Affects all Parcels.

16. Terms, conditions, provisions, agreements and obligations contained in the Road Maintenance Agreement by and between John d. McGray and Nancy C. McGray, and the Estate of George L. Beardsley, a/k/a George Lee Beardsley, Deceased as set forth below:

Recording Date: June 3, 1999
Recording No.: Reception No. 99089222

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

Granted to: Mountain View Electric Association, Inc.
Purpose: electrical transmission and distribution lines
Recording Date: May 9, 2002
Recording No: Reception No. 202076685
Affects Parcel One

18. Access to Parcels Three and Four would appear to be via State Highway 94 and Coral Valley Road, and Parcel One, being contiguous to Parcel Three, would have access to Coral Valley Road. Parcel Two is not contiguous to either of these public roads and is landlocked due to the conveyance of the surrounding land to others. No reservations by Beardsley were noted in any of the Deeds out for the surrounding lands to others. Reference is made to an easement for access in the Deed recorded in Book 2082 at Page 708 for other property to the South of Parcel Two, but no easement was reserved for the benefit of Parcel Two. Access to and from Parcel Two would not include any insurance as to access rights without a grant being made by others to the current owner of Parcel Two. See attached Google Earth Map for approximate location of all Parcels.

19. Possible rights of others to the East of Parcels One and Three as evidenced by the existing dirt road as shown on the attached Google Earth Map.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE