



l e g a c y · t i t l e · g r o u p

A Division of Stewart Title Company

Stewart Title Company dba Legacy Title, A
Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920
(719) 442-1900
Fax:

Date: July 22, 2022

File Number: 1705644

Property Address: 10195 Kurie, Colorado Springs, CO 80908

Buyer/Borrower: FOR INFORMATION ONLY

Please direct all Title inquiries to:

Emily Rank

Phone: (303) 696-4980

Fax:

Email Address: coloradotitleofficers@stewart.com

Revision Number: 1

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature
Stewart Title Company dba Legacy
Title, A Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920





Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, 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;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company dba Legacy Title, A Division of Stewart
Issuing Office: 8605 Explorer Dr., Ste 250, Colorado Springs, CO 80920
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1705644
Issuing Office File Number: 1705644
Property Address: 10195 Kurie, Colorado Springs, CO 80908
Revision Number: 1

1. Commitment Date: June 14, 2022 at 8:00AM

2. Policy to be issued: **Proposed Policy Amount**

(a) ALTA Owner's Standard
Proposed Insured:

(b) ALTA Loan Standard
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

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

Casas Limited Partnership #4, a Colorado limited liability partnership

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 1705644

A parcel of land in the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) and the Northwest Quarter of the Southeast (NW1/4SE1/4) Section 29, Township 12 South, Range 65 West, of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

Beginning at the Southeast corner of that parcel described by Warranty Deed recorded under Reception No. 216091687 of the records of El Paso County, Colorado; thence North 00° 13' 10" West along the East line thereof, 1324.32 feet to the South line of "Park Forest Estates Filing No. 2" as recorded in Book B-2 at Page 52 of the records of El Paso County, Colorado; thence North 89° 20' 54" East along the South line thereof, 405.98 feet; thence South 00° 42' 15" East a distance of 128.76 feet; thence South 34° 43' 55" East a distance of 165.41 feet; thence South 36° 51' 01" East a distance of 37.27 feet; thence South 41° 13' 47" East a distance of 32.71 feet; thence South 42° 40' 08" East a distance of 258.35 feet; thence South 45° 59' 28" West a distance of 314.01 feet; thence South 43° 17' 37" East a distance of 540.81 feet; thence South 42° 52' 53" East a distance of 499.61 feet; thence South 33° 45' 28" West a distance of 165.64 feet; thence North 61° 46' 05" West a distance of 467.41 feet; thence South 50° 41' 14" West a distance of 334.09 feet; thence 334.73 feet on the arc of a non-tangent curve to the right, said curve having a radius of 405.00 feet, a central angle of 42° 21' 17" the chord of 325.28 feet which bears South 07° 17' 14" West; thence South 56° 14' 32" East, non-tangent to the previous course, 474.06 feet; thence South 83° 30' 06" West a distance of 384.26 feet; thence South 06° 58' 34" East a distance of 325.86 feet; thence North 72° 11' 14" West a distance of 437.27 feet; thence North 00° 13' 51" West a distance of 298.01 feet; thence 19.87 feet on the arc of a non-tangent curve to the left, said curve having a radius of 100.55 feet, a central angle of 11° 19' 26" the chord of 19.84 feet which bears North 84° 20' 17" West to a point of tangent; thence South 90° 00' 00" West a distance of 8.37 feet to the East line of "Eagle Wings Estates" as recorded under Reception No. 204074316 of the records of El Paso County, Colorado; thence North 00° 14' 32" West along said East line, 805.58 feet to the point of beginning.

For Informational Purposes Only: 10195 Kurie, Colorado Springs, CO 80908

APN: 5229000032

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1705644

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

8. Relating to IQ Investors, LLC, The Company requires for its review the following:
 - a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

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STEWART TITLE GUARANTY COMPANY

b) Execution of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.
Note: The Colorado Secretary of State shows IQ Investors, LLC in good standing.

9. Relating to Casas Limited Partnership #4, The Company requires the following:
- a) A copy of the partnership agreement, and all amendments thereto
Note: The Company requires the joinder of all general partners and evidence of the consent of all of the partners to the closing of this transaction, where appropriate.
 - b) A certificate of good standing, evidencing that the partnership is in good standing in the state of its formation
 - c) Execution of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.

Note: At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

10. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of People of Colorado against IQ Investors LLC and Casas Limited Partnership #4, et al, in the amount of \$747.93 plus court cost, entered on May 8, 2019 as Case Number 2017CW30385 District Court Water Division, El Paso County, transcript of which was recorded August 12, 2019 [as Reception No. 219093321](#).
11. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of People of Colorado against IQ Investors LLC, Steven J. Jacobs, Jr. and Casas Limited Partnership #4, in the amount of \$11,209.00 plus court cost, entered on November 4, 2020 as Case Number 2017CW3038 District Court Water Division, El Paso County, transcript of which was recorded December 30, 2020 [as Reception No. 220213938](#).
12. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of People of Colorado against IQ Investors, LLC LLC, Steven J. Jacobs, Jr. and Casas Limited Partnership #4, in the amount of \$86,317.45 plus court cost, entered on September 15, 2020 as Case Number 2017 CW3038 District Court Water Division Court, El Paso County, transcript of which was recorded December 30, 2020 [as Reception No. 220213939](#).
13. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of People of Colorado against IQ Investors LLC, Steven J. Jacobs, Jr. and Casas Limited Partnership #4, in the amount of \$92,000.00 plus court cost, entered on December 20, 2018 as Case Number 2017CW3038 District Court Water Division, El Paso County, transcript of which was recorded June 11, 2021 [as Reception No. 221114059](#).
14. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of People of Colorado against IQ Investors LLC, Steven J. Jacobs, Jr. and Casas Limited Partnership #4, in the amount of \$86,498.00 plus court cost, entered on September 1, 2020 as Case Number 2017CW3038 District Court Water Division, El Paso County, transcript of which was recorded June 11, 2021 [as Reception No. 221114164](#).
15. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).
Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

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STEWART TITLE GUARANTY COMPANY

Quit Claim Deed recorded June 9, 2022 as Reception No. [222079211](#). Quit Claim Deed recorded June 9, 2022 as Reception No. [222079210](#). Quit Claim Deed recorded April 27, 2022, [as Reception No. 222058544](#). Quit Claim Deed recorded April 27, 2022, [as Reception No. 222058540](#). Warranty Deed recorded August 12, 2020, [as Reception No. 220120886](#). Warranty Deed recorded September 4, 2018, [as Reception No. 218102809](#). Warranty Deed recorded July 31, 2018, [as Reception No. 218088078](#). Warranty Deed recorded July 31, 2018, [as Reception No. 218088077](#). Quit Claim Deed recorded April 15, 2013, [as Reception No. 213048284](#). Quit Claim Deed recorded April 15, 2013, [as Reception No. 213048283](#). Warranty Deed recorded February 29, 2012, [as Reception No. 212022057](#). Warranty Deed recorded February 29, 2012, [as Reception No. 212022056](#). Warranty Deed recorded February 29, 2012, [as Reception No. 212022045](#). Warranty Deed recorded February 29, 2012, [as Reception No. 212022044](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1705644

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations contained in United States Patent recorded November 15, 1871 [in Book 441 at Page 472](#).
10. Reservations contained in United States Patent recorded March 1, 1873 [in Book 1100 at Page 184](#).
11. Grant of Right of Way in favor of Mountain View Electric Association recorded September 13, 1966 [in Book 2148 at Page 340 as Reception No. 499462](#).
12. Notice recorded July 28, 1970 [in Book 2356 at Page 29 as Reception No. 744010](#).
13. In the Matter of the Black Forest Fire Protection District recorded August 21, 1975 [in Book 2772 at Page 121 as Reception No. 171850](#).

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

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STEWART TITLE GUARANTY COMPANY

14. Intentionally deleted.
15. Right of Way Easement in favor of Mountain View Electric Association recorded February 11, 1983 [in Book 3673 at Page 917 as Reception No. 945304](#).
16. Intentionally deleted.
17. Joint Use Water Well Declaration recorded December 16, 1993 [in Book 6337 at Page 57 as Reception No. 2403122](#).
18. Resolution No. 93-418 recorded February 15, 1994 [in Book 6381 at Page 258 as Reception No. 21101](#).
19. Development Obligations recorded June 29, 1995 [in Book 6674 at Page 797 as Reception No. 64623](#).
20. Leach Field License recorded June 29, 1995 [in Book 6674 at Page 799 as Reception No. 64624](#).
21. Mineral Quit Claim Deed recorded June 25, 1997 [as Reception No. 097072355](#).
22. Resolution 98-498 recorded February 10, 1999 [as Reception No. 099021319](#).
23. Resolution 99-399 recorded October 20, 1999 [as Reception No. 099163142](#).
24. Judgment and Decree Concerning the Application for Water Rights recorded July 17, 2001 [as Reception No. 201099889](#).
25. Resolution No. 02-394 recorded November 7, 2002 [as Reception No. 202195447](#).
26. Resolution No. 02-394 recorded January 23, 2003 [as Reception No. 203015803](#).
27. Easement Agreement between Anthony Cucuzza and Aquilla Gas Company recorded November 19, 2003 [as Reception No. 203271820](#).
28. Easement Agreement between Anthony Cucuzza and Aquilla Gas Company recorded November 19, 2003 [as Reception No. 203271821](#).
29. Resolution No. 07-30 recorded January 22, 2007 [as Reception No. 207010123](#).
30. Resolution No. 07-312 recorded August 29, 2007 [as Reception No. 207113049](#).
31. Grant of Right of Way in favor of Mountain View Electric Association recorded January 18, 2011 [as Reception No. 211005930](#).
32. Parcel Boundary Adjustment Survey recorded March 11, 2013 [as Reception No. 213031188](#).
33. Resolution No. 13-407 recorded September 25, 2013 [as Reception No. 213121407](#).
34. Resolution No. 13-408 recorded September 25, 2013 [as Reception No. 213121408](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

35. Inclusion Agreement recorded October 4, 2013 [as Reception No. 213125555](#).
36. Water Deed recorded January 22, 2014 [as Reception No. 214005347](#).
37. Easement Agreement recorded January 22, 2014 [as Reception No. 214005348](#).
38. Inclusion Agreement recorded September 16, 2014 [as Reception No. 214084282](#).
39. Grant of Right of Way in favor of Mountain View Electric Association recorded August 27, 2015 [as Reception No. 215093712](#).
40. Grant of Right of Way in favor of Mountain View Electric Association recorded August 27, 2015 [as Reception No. 215093713](#).
41. Findings of Fact concerning the Application of Park Forest Water District recorded November 13, 2015 [as Reception No. 215123578](#).
42. Grant of Right of Way in favor of Mountain View Electric Association recorded March 15, 2017 [as Reception No. 217029943](#).
43. Second Kitchen Compliance Affidavit recorded July 3, 2017 [as Reception No. 217077653](#).
44. Intentionally deleted.
45. Permanent Easement Agreement recorded August 12, 2020 [as Reception No. 220120887](#).
46. Resolution No. 20-423 recorded December 8, 2020 [as Reception No. 220200116](#).

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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ASSOCIATION



DISCLOSURES

File No.: 1705644

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G 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 Stewart Title Company dba Legacy Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen 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 unfiled Mechanic's and Materialmen'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.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.