



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: 2555 E. Camelback Road, Suite 350, Phoenix, AZ 85016
Issuing Office's ALTA® Registry ID: 1014780
Commitment Number: NCS-1250963-PHX1
Issuing Office File Number: NCS-1250963-PHX1
Property Address: 7610 Lamotte Drive, 0 Lamotte Drive, Peyton, CO 80831
Revision Number: 03 (eff. date)

SCHEDULE A

1. Commitment Date: February 13, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured: Evergreen Devco, Inc., a California corporation
Proposed Amount of Insurance: [REDACTED]
The estate or interest to be insured: See Item 3 below
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:](#)

Lena Gail Case
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1250963-PHX1

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 THE SOUTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., ALSO BEING A PORTION OF LOT 2, LATIGO BUSINESS RESEARCH CENTER FILING NO. 1, RECORDED IN PLAT [BOOK M-3 AT PAGE 75](#), EL PASO COUNTY, COLORADO RECORDS, SITUATE IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LATIGO BUSINESS CENTER FILING NO. 1, RECORDED MAY 25, 2005 AT RECEPTION NO. [205075726](#), SAID EL PASO COUNTY RECORDS, (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THE EASTERLY LINE OF SAID FILING, WHICH BEARS NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ASSUMED);
THENCE NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ALONG SAID FILING'S EASTERLY LINE, 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE NORTH 00 DEGREES 16 MINUTES 02 SECONDS EAST ALONG SAID EASTERLY LINE, 1270.75 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 50 SECONDS EAST, 1192.23 FEET TO A POINT ON THE EASTERLY LINE OF THAT INGRESS/EGRESS EASEMENT DESCRIBED BY DOCUMENT RECORDED DECEMBER 21, 1979 IN [BOOK 3265 AT PAGE 517](#), THE FOLLOWING FIVE (5) COURSES ARE ALONG SAID EASEMENT'S EASTERLY LINE:

- 1) SOUTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, 552.54 FEET;
 - 2) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 15 MINUTES 43 SECONDS, A RADIUS OF 490.87 FEET, AN ARC LENGTH OF 216.43 FEET;
 - 3) SOUTH 25 DEGREES 07 MINUTES 56 SECONDS EAST, 365.00 FEET;
 - 4) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 25 MINUTES 06 SECONDS, A RADIUS OF 266.04 FEET, AN ARC LENGTH OF 118.02 FEET;
 - 5) SOUTH 00 DEGREES 17 MINUTES 10 SECONDS WEST, 65.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOODMEN ROAD (60' R.O.W.);
- THENCE NORTH 89 DEGREES 42 MINUTES 50 SECONDS WEST ALONG SAID WOODMEN ROAD NORTHERLY RIGHT-OF-WAY LINE, 1423.26 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT ANY PORTION LYING WITHIN BENT GRASS MEADOWS DRIVE.

For informational purposes only: APN(s): 5301000017 and 5301002007

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Commitment No. NCS-1250963-PHX1

SCHEDULE B, PART I—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. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Evidence that all assessments for common expenses, if any, have been paid. If the transaction includes a sale and there is an owner's association or similar community organization that levies assessments on the Land, inquiry should be made with the association to confirm if any transfer assessments will be due.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
9. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

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10. Receipt by the Company of a Corporate Resolution executed by the officers of Evergreen Devco, Inc., a California corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

NOTE: We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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Commitment No. NCS-1250963-PHX1

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 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.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. 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.
8. Any existing leases or tenancies.

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9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 30, 1893 in [Book 143 at Page 167](#), and in Patent recorded October 5, 1896 in [Book 208 at Page 20](#).
10. An easement for lines for transmission and distribution of electrical energy and incidental purposes granted to Mountain View Electric Association, Inc., as set forth in an instrument recorded July 13, 1967 in [Book 2188 at Page 810](#).

Notice Concerning Underground Facilities in connection therewith recorded May 9, 1983 in [Book 3718 at Page 812](#).

Memorandums to All Interested Parties in connection therewith recorded February 4, 2022 at Reception No. [222017066](#), and recorded March 11, 2022 at Reception No. [222035435](#), and recorded July 15, 2022 at Reception No's. [222095832](#) and [222095833](#).

11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Upper Black Squirrel Creek Ground Water Management District, as evidenced by instrument recorded December 11, 1979 in [Book 3260 at Page 701](#).

Colorado Ground Water Commission Findings and Orders in connection therewith recorded July 10, 2003 at Reception No's. [203158843](#), [203158844](#) and [203158845](#).

12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Deed to Mountain View Electric Association, Inc. recorded December 21, 1979 in [Book 3265 at Page 517](#).

13. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Latigo Business & Research Center Filing No. 1, recorded November 26, 1980 at Reception No. [724174](#).

Resolution No. 08-253 in connection therewith recorded September 30, 2008 at Reception No. [208107015](#).

14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Falcon Fire Protection District, as evidenced by instrument recorded December 2, 1980 in [Book 3380 at Page 670](#), and in [Book 3380 at Page 675](#), and recorded February 17, 1981 in [Book 3404 at Page 582](#), in [Book 3404 at Page 587](#).

15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded February 19, 2002 at Reception No. [202027987](#).

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16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded June 3, 2002 at Reception No. [202089379](#).
17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Woodmen Hills Metropolitan District, as evidenced by instrument recorded December 12, 2003 at Reception No. [203286253](#), and Resolution recorded January 29, 2004 at Reception No. [204016142](#), and Inclusion Agreement recorded February 11, 2011 at Reception No. [211015822](#).

Resolution in connection therewith recorded January 23, 2004 at Reception No. [204013207](#).

Special Warranty Deed conveying Water Rights in connection therewith recorded April 8, 2005 at Reception No. [205050349](#).

Sixth Amendment to the Resolution Regarding District Charges and Fees in connection therewith recorded March 31, 2025 at Reception No. [225025776](#).

18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Private Detention Basin Maintenance and Easement Agreement recorded May 25, 2005 at Reception No. [205075723](#).
19. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants and Restrictions for Latigo Business Center recorded May 25, 2005 at Reception No. [205075724](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

ByLaws of Latigo Business Center Owners Association in connection therewith recorded May 25, 2005 at Reception No. [205075725](#).
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Right of Way recorded December 15, 2005 at Reception No. [205198807](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-127 recorded May 23, 2007 at Reception No. [207069539](#).
22. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bent Grass Metropolitan District, as evidenced by instrument recorded November 29, 2007 at Reception No. [207152168](#).

Resolution No. 07-388 approving Bent Grass Metropolitan District in connection therewith recorded September 25, 2007 at Reception No. [207124524](#).

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Notice of Special District Disclosure in connection therewith recorded December 18, 2007 at Reception No. [207160587](#).

Resolutions regarding District Charges and Fees in connection therewith recorded March 13, 2023 at Reception No. [223020253](#) and recorded September 26, 2024 at Reception No. [224076255](#).

23. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Non-Exclusive Permanent Easement recorded November 7, 2007 at Reception No. [207143988](#).
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Non-Exclusive Permanent Easement recorded November 7, 2007 at Reception No. [207143989](#).
25. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 08-74 recorded July 2, 2008 at Reception No. [208075838](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Water Line Easement recorded July 7, 2008 at Reception No. [208077201](#).
27. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Water Line Easement recorded August 26, 2008 at Reception No. [208095384](#).
28. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 08-253 recorded September 30, 2008 at Reception No. [208107015](#).
29. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Water and Wastewater Easement Agreement recorded March 4, 2020 at Reception No. [220031403](#).
30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded August 4, 2020 at Reception No. [220115830](#).
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded August 4, 2020 at Reception No. [220115831](#).
32. This item has been intentionally deleted.
33. This item has been intentionally deleted.

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34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Private Stormwater Drainage Maintenance Agreement and Easement recorded June 26, 2023 at Reception No. [223007810](#).

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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


Lisa W. Cornehl, 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.
- 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

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- 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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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: 2555 E. Camelback Road, Suite 350, Phoenix, AZ 85016
Issuing Office's ALTA® Registry ID: 1014780
Commitment Number: NCS-1267051-PHX1
Issuing Office File Number: NCS-1267051-PHX1
Property Address: NEC Bent Grass Meadows Drive &, Woodmen Road, El Paso County, CO
Revision Number: 2: new effective date

SCHEDULE A

1. Commitment Date: February 13, 2026 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured: Evergreen Devco, Inc., a California corporation
Proposed Amount of Insurance: [REDACTED]
The estate or interest to be insured: See Item 3 below
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:](#)

Cynthia A. DeYoung a/k/a Cindy DeYoung
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Commitment No. NCS-1267051-PHX1

EXHIBIT A

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

Proposed Lots 1 through 6 including Wolfsburg Court within Latigo Business Center Filing No. 2 and proposed Lots 1 and 2 within Latigo Business Center Filing No. 3, more particularly described as:

A parcel of land being that portion of Section 1, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, described as follows:

Beginning at the Northeast corner of Latigo Business Center Filing No. 1 (Reception No. [205075726](#), El Paso County, Colorado records) (all bearings in this description are relative to the Northerly line of said Filing, which bears S 89 degrees 42 minutes 50 seconds E assumed); Thence S 89 degrees 42 minutes 50 seconds E along the Easterly extension of said Filing's Northerly line, 1190.72 feet to a point on the Easterly line of that ingress/egress and utility easement as described by Document ([Book 3265, Page 517](#), said El Paso County records); Thence S 00 degrees 07 minutes 47 seconds W along said easement's Easterly line, 627.84 feet; Thence N 89 degrees 42 minutes 50 seconds W, 1192.23 feet to a point on the Easterly line of said Filing; Thence N 00 degrees 16 minutes 02 seconds E along said Filing's Easterly line, 627.84 feet to the Point of Beginning, County of El Paso, State of Colorado.

NOTE: UPON SATISFACTION OF THE REQUIREMENTS HEREIN SET FORTH THE LEGAL DESCRIPTION MAY BE AMENDED.

For informational purposes only: APN: 5301000016

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Commitment No. NCS-1267051-PHX1

SCHEDULE B, PART I—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. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Evidence that all assessments for common expenses, if any, have been paid. If the transaction includes a sale and there is an owner's association or similar community organization that levies assessments on the Land, inquiry should be made with the association to confirm if any transfer assessments will be due.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
9. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

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10. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.

11. Recordation of the plat of _____.

NOTE: Said proposed plat map must be submitted to the Company for review and approval prior to its recordation. The Company reserves the right to make further requirements and/or exceptions upon the review of the plat map.

12. Recordation of a Supplemental Affidavit executed by a disinterested third party, establishing that the Randall Lee DeYoung referenced in the Death Certificate recorded December 19, 2024 at Reception No. [224101165](#) is one and the same person as Randall L. DeYoung a/k/a Randy DeYoung who has an interest in said land.

13. Recordation of a Release of the Deed of Trust from Randall L DeYoung to the Public Trustee of El Paso County for the use of Farmers State Bank of Calhan / Falcon to secure an indebtedness in the principal sum of \$2,000,000.00, and any other amounts and/or obligations secured thereby, dated September 18, 2007 and recorded September 19, 2007 at Reception No. [207121921](#).

NOTE: This Deed of Trust insures a line of credit, which must be closed in addition to the release of the Deed of Trust.

14. Receipt by the Company of a Corporate Resolution executed by the officers of Evergreen Devco, Inc., a California corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

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Commitment No. NCS-1267051-PHX1

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 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.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. 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.
8. Any existing leases or tenancies.

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9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 30, 1893 in [Book 143 at Page 167](#), and in Patent recorded October 5, 1896 in [Book 208 at Page 20](#).
10. Notice Concerning Underground Facilities in connection therewith recorded May 9, 1983 in [Book 3718 at Page 812](#).

Memorandums to All Interested Parties in connection therewith recorded February 4, 2022 at Reception No. [222017066](#), and recorded March 11, 2022 at Reception No. [222035435](#), and recorded July 15, 2022 at Reception No's. [222095832](#) and [222095833](#).

11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Upper Black Squirrel Creek Ground Water Management District, as evidenced by instrument recorded December 11, 1979 in [Book 3260 at Page 701](#).

Colorado Ground Water Commission Findings and Orders in connection therewith recorded July 10, 2003 at Reception No's. [203158843](#), [203158844](#) and [203158845](#).

12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Deed to Mountain View Electric Association, Inc. recorded December 21, 1979 in [Book 3265 at Page 517](#).

13. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Latigo Business & Research Center Filing No. 1, recorded November 26, 1980 at Reception No. [724174](#).

Resolution No. 08-253 in connection therewith recorded September 30, 2008 at Reception No. [208107015](#).

14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Falcon Fire Protection District, as evidenced by instrument recorded December 2, 1980 in [Book 3380 at Page 670](#), and in [Book 3380 at Page 675](#), and recorded February 17, 1981 in [Book 3404 at Page 582](#), in [Book 3404 at Page 587](#).

15. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Woodmen Hills Metropolitan District, as evidenced by instrument recorded December 12, 2003 at Reception No. [203286253](#), and Resolution recorded January 29, 2004 at Reception No. [204016142](#), and Inclusion Agreement recorded February 11, 2011 at Reception No. [2011015822](#).

Resolution in connection therewith recorded January 23, 2004 at Reception No. [204013207](#).

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Special Warranty Deed conveying Water Rights in connection therewith recorded April 8, 2005 at Reception No. [205050349](#).

Sixth Amendment to the Resolution Regarding District Charges and Fees in connection therewith recorded March 31, 2025 at Reception No. [225025776](#).

16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Private Detention Basin Maintenance and Easement Agreement recorded May 25, 2005 at Reception No. [205075723](#).
17. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants and Restrictions for Latigo Business Center recorded May 25, 2005 at Reception No. [205075724](#), but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

ByLaws of Latigo Business Center Owners Association in connection therewith recorded May 25, 2005 at Reception No. [205075725](#).

18. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-127 recorded May 23, 2007 at Reception No. [207069539](#).
19. Bent Grass Overall PUD Development Plan recorded June 4, 2007 at Reception No. [207074523](#).
20. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Bent Grass Metropolitan District, as evidenced by instrument recorded November 29, 2007 at Reception No. [207152168](#).

Resolution No. 07-388 approving Bent Grass Metropolitan District in connection therewith recorded September 25, 2007 at Reception No. [207124524](#).

Notice of Special District Disclosure in connection therewith recorded December 18, 2007 at Reception No. [207160587](#).

Resolutions regarding District Charges and Fees in connection therewith recorded March 13, 2023 at Reception No. [223020253](#) and recorded September 26, 2024 at Reception No. [224076255](#).

21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Non-Exclusive Permanent Easement recorded November 7, 2007 at Reception No. [207143989](#).
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Water Line Easement recorded August 26, 2008 at Reception No. [208095384](#).

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23. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 08-253 recorded September 30, 2008 at Reception No. [208107015](#).
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded August 4, 2020 at Reception No. [220115830](#).
25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded August 4, 2020 at Reception No. [220115831](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded August 4, 2020 at Reception No. [220115832](#).
27. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded December 22, 2021 at Reception No. [221232317](#).
28. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Stormwater Drainage Maintenance Agreement and Easement recorded December 22, 2021 at Reception No. [221232318](#).
29. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Private Stormwater Drainage Maintenance Agreement and Easement recorded June 26, 2023 at Reception No. [223007810](#).
30. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of _____, recorded _____, 2025 at Reception No. _____.

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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


Lisa W. Cornehl, 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.
- 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

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- 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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