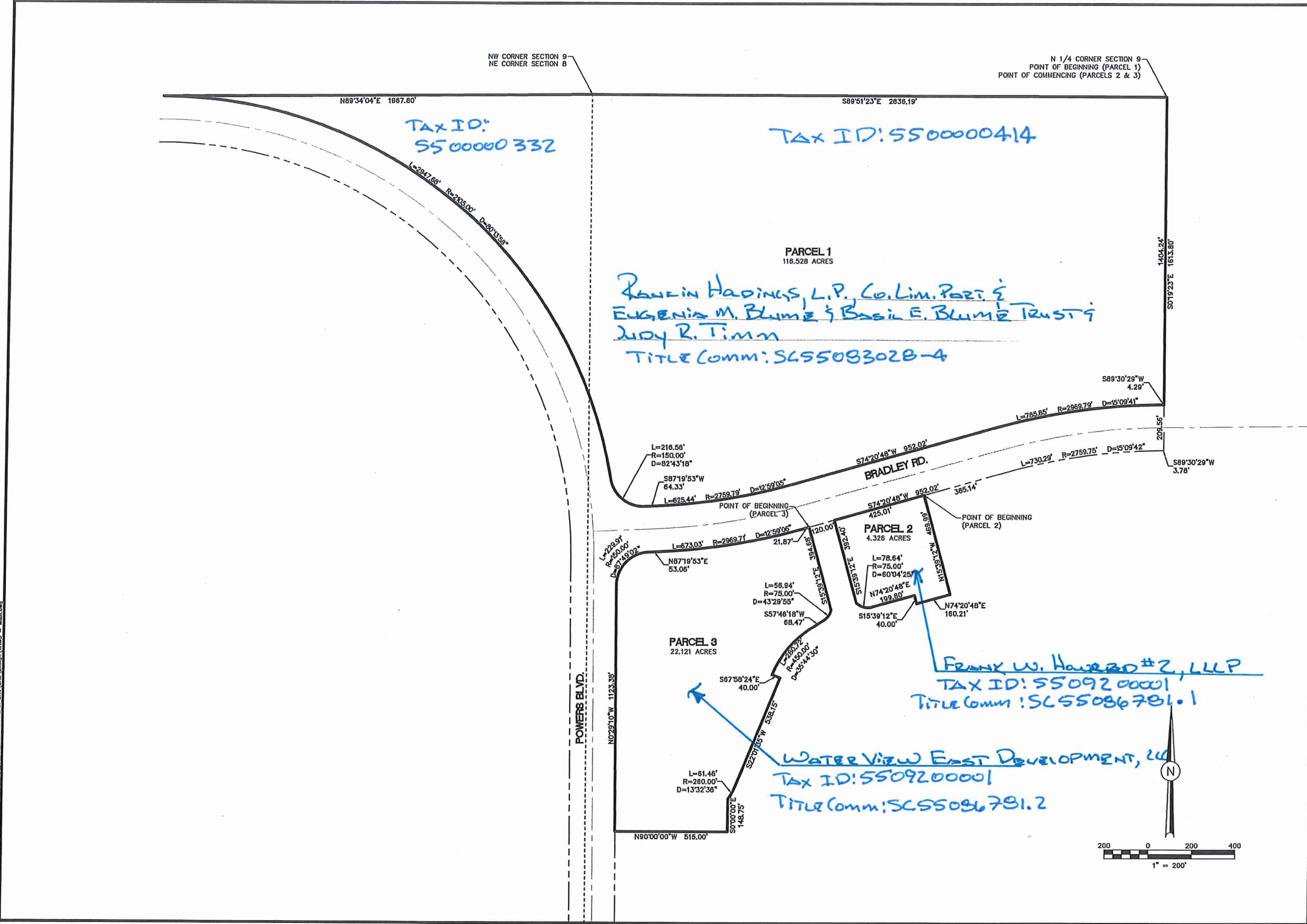


P:\E_Z\2001-Dakota Springs\02-WaterView East\Drawings\10-05 WaterView North Sta\CAD\Utility\WVUD - 1026.dwg



NW CORNER SECTION 9
NE CORNER SECTION 8

N 1/4 CORNER SECTION 9
POINT OF BEGINNING (PARCEL 1)
POINT OF COMMENCING (PARCELS 2 & 3)

DSE Dakota Springs Engineering
 31 N. TULSA, SUITE 218
 DAKOTA SPRINGS, SD 57003
 P: (605) 237-7326
 F: (605) 237-7382

48 HOURS BEFORE YOU DIG
 1-CALL UTILITY LOCATORS
 1-800-922-1987
 SD DEPARTMENT OF REVENUE
 CITY OF ELECTRIC, WATER AND GAS UTILITIES
 719-377-0002

DESIGNED BY: JJM DATE: 09.22.20
 DRAWN BY: JJM DATE: 09.22.20
 CHECKED BY: DATE:

SCALE: HORIZ: 1"=200'
 VERT: FROM: TO:

WATERVIEW METRO DISTRICT
 DISTRICT BOUNDARY EXHIBIT

REVISIONS	NO.	DESCRIPTION	DATE

PROJECT NUMBER: 0219-05
 SHEET 1 OF 1



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55083028-4**

Date: **01/07/2021**

Property Address: **POWERS BOULEVARD AND BRADLEY ROAD (WATERVIEW II) , COLORADOSPRINGS, CO 80925**

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

For Closing Assistance

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

Closers Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0244 (Work)
agoller@ltgc.com
Contact License: COCO416293
Company License: CO44565

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

CPR ENTITLEMENTS, LLC
Attention: P.A. KOSCIELSKI
31 N. TEJON
SUITE 514
COLORADO SPRINGS, CO 80903
(719) 377-0244 (Work)
hli.pak7@gmail.com
Delivered via: Electronic Mail

EUGENIA M. BLUME & BASIL E. BLUME TRUST
Attention: GENIE BLUME
cygnet711@comcast.net
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC
Attention: CHARLES COTHERN
charlescothern@springseng.com
Delivered via: Electronic Mail

A. KRISTINE YOUNG
(435) 213-5432 (Cell)
akyoung49@yahoo.com
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC
Attention: RAY O'SULLIVAN
31 N. TEJON
SUITE 514
COLORADO SPRINGS, CO 80903
rayosulli@gmail.com
Delivered via: Electronic Mail

JUDY R. TIMM
Attention: C/O R.R. STEICHEN
steichen.randall@gmail.com
Delivered via: Electronic Mail

RANKIN HOLDINGS, L.P.
Attention: RICK COOLIDGE
rcool767@aol.com
Delivered via: Electronic Mail

FRANK W HOWARD #2 LP LLLP
Attention: KEVIN HOWARD
118 N TEJON ST #305
COLORADO SPRINGS, CO 80903
(719) 332-1306 (Work)
kevinhowardfwh@yahoo.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55083028-4** Date: **01/07/2021**
Property Address: **POWERS BOULEVARD AND BRADLEY ROAD (WATERVIEW II) , COLORADOSPRINGS, CO 80925**
Parties: **CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM

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

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$2,109.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate TAX ACCT #5500000332 (will be ordered prior to closing)	\$26.00
Tax Certificate TAX ACCT #5500000414 (will be ordered prior to closing)	\$26.00
	Total \$2,261.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 06/19/2009 under reception no. 209068260](#)

[El Paso county recorded 02/11/2009 under reception no. 209013940](#)

[El Paso county recorded 12/16/2008 under reception no. 208132289](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55083028-4

Property Address:

POWERS BOULEVARD AND BRADLEY ROAD (WATERVIEW II) , COLORADO SPRINGS, CO 80925

1. Effective Date:

01/05/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate

\$2,000,000.00

Proposed Insured:

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM

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

PARCEL A:

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;

1. THENCE S00°19'32"E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 1403.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE:

2. THENCE S89°30'29"W A DISTANCE OF 4.38 FEET TO A POINT OF CURVE TO THE LEFT;

3. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 2969.79 FEET, A DELTA ANGLE OF 15°09'41", AN ARC LENGTH OF 785.85 FEET, WHOSE LONG CHORD BEARS S81°55'38"W A DISTANCE OF 783.56 FEET;

4. THENCE S74°20'48"W A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;

5. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 2759.79 FEET, A DELTA ANGLE OF 12°59'05", AN ARC LENGTH OF 625.44 FEET, WHOSE LONG CHORD BEARS S80°50'20"W A DISTANCE OF 624.10 FEET;

6. THENCE S87°19'53"W A DISTANCE OF 64.32 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY, SAID POINT ALSO BEING A POINT OF CURVE TO THE RIGHT;

THE FOLLOWING TWO (2) COURSES FOLLOW SAID EASTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD:

7. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 82°43'14", AN ARC LENGTH OF 216.56 FEET, WHOSE LONG CHORD BEARS N51°18'30"W A

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55083028-4

DISTANCE OF 198.24 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;
8. THENCE ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT WITH A RADIUS OF 2105.00 FEET, A DELTA ANGLE OF 10° 48'33", AN ARC LENGTH OF 397.12 FEET, WHOSE LONG CHORD BEARS N15° 21'08"W A DISTANCE OF 396.53 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;
9. THENCE N00° 17'44"W ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER, , A DISTANCE OF 1373.36 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9
10. THENCE S89° 51'23"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2636.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, T15S, R 65 W OF THE 6TH P.M., EL PASO COUNTY, COLORADO WHICH IS ASSUMED TO BEAR S89° 33'35"W FROM THE WITNESS CORNER 143.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 9 (SAID WITNESS CORNER BEING A 2" IRON POST WITH A 2 1/2" ALUM. CAP LS 17664), TO THE SOUTH ¼ CORNER OF SAID SECTION 9 (A 3" BY 30" ALUM. MONUMENT LS 10377).

PARCEL B:

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID SECTION 8;

1. THENCE S 89° 33'59"W ON THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 1929.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY, AND A NON TANGENT CURVE TO THE RIGHT;
2. THENCE ON THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE WITH A RADIUS OF 2105.00 FEET, A DELTA ANGLE OF 68° 22'36", AN ARC LENGTH OF 2512.10 FEET, WHOSE LONG CHORD BEARS S54° 56'42"E A DISTANCE OF 2365.66 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8;
3. THENCE N00° 17'44"W ALONG SAID EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 1373.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, T15S, R 65 W OF THE 6TH P.M., EL PASO COUNTY, COLORADO WHICH IS ASSUMED TO BEAR S89° 33'35"W FROM THE WITNESS CORNER 143.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 9 (SAID WITNESS CORNER BEING A 2" IRON POST WITH A 2 1/2" ALUM. CAP LS 17664), TO THE SOUTH ¼ CORNER OF SAID SECTION 9 (A 3" BY 30" ALUM. MONUMENT LS 10377).

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AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55083028-4

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. PARTIAL RELEASE OF DEED OF TRUST DATED JULY 26, 1996, FROM CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARM CREDIT BANK OF WICHITA TO SECURE THE SUM OF \$2,418,000.00 RECORDED JULY 30, 1996, UNDER RECEPTION NO. [96095122](#).
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF CPR ENTITLEMENTS, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP RECORDED AUGUST 08, 2018 AT RECEPTION NO. [218091782](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JEAN MARIE RANKIN COOLIDGE AND JEFFREY K. MULLINS AS SENIOR TRUST OFFICER OF WELLS FARGO BANK, N.A. AS THE SUCCESSOR CO-TRUSTEES AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR EUGENIA M. BLUME & BASIL E. BLUME TRUST MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55083028-4

All of the following Requirements must be met:

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR EUGENIA M. BLUME AND BASIL E. BLUME TRUST RECORDED AUGUST 08, 2018 AT RECEPTION NO. [218091783](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES EUGENIA M. BLUME AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

7. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

8. SPECIAL WARRANTY DEED FROM RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM TO CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2019 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55083028-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES.**
- 9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 20, 1886 IN BOOK 72 AT PAGE [71](#).**
(AFFECTS PARCEL A)
- 10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 28, 1888 IN BOOK 72 AT PAGE [247](#).**
(AFFECTS PARCEL B)
- 11. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55083028-4

(AFFECTS PARCEL A)

12. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#).

(AFFECTS PARCEL A)

13. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).

(AFFECTS PARCEL A)

14. THE EFFECT OF RESOLUTION NO. 84-185A, LAND USE-105 REGARDING POWER BOULEVARD REALIGNMENT RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#).

15. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#) AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [205161563](#) AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. [213144183](#).

16. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#).
RESOLUTION NO. 06-308 APPROVING THE TITLE 32 WATERVIEW II METROPOLITAN DISTRICT SERVICE PLAN, -CYGNET LAND, LLC (ID-06-002) IN CONNECTION THEREWITH RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).

18. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RIGHT OF ENTRY AGREEMENT RECORDED SEPTEMBER 11, 2012, UNDER RECEPTION NO. [212105294](#).

19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 14-405 REGARDING WATERVIEW SKETCH PLAN AMENDMENT (SKP-13-001) RECORDED OCTOBER 29, 2014 AT RECEPTION NO. [214099213](#).

20. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55083028-4

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AND SERVICE AGREEMENT BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP, THE EUGENIA M. & BASIL E. BLUME TRUST, AND JUDY R. TIMM, AN INDIVIDUAL, (CYGNET LAND) RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



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

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; 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 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.


Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880




Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55086781.1**

Date: **01/07/2021**

Property Address: **0 BRADLEY ROAD, COLORADO SPRINGS, CO**

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

For Closing Assistance

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

Buyer/Borrower

FRANK W HOWARD #2 LP LLLP
Attention: KEVIN HOWARD
118 N TEJON ST #305
COLORADO SPRINGS, CO 80903
(719) 332-1306 (Work)
kevinhowardfwh@yahoo.com
fwhoward@comcast.net
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55086781.1**

Date: **01/07/2021**

Property Address: **0 BRADLEY ROAD, COLORADO SPRINGS, CO**

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

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

Estimate of Title Insurance Fees	
"ALTA" Loan Policy 06-17-06	TBD
Tax Certificate 5500000413 (TO BE ORDERED PRIOR TO CLOSING)	\$26.00
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 07/22/2020 under reception no. 220106712](#)

[El Paso county recorded 10/03/2018 under reception no. 218115653](#)

[El Paso county recorded 08/08/2018 under reception no. 218091785](#)

Plat Map(s):

[El Paso county recorded 07/14/2020 under reception no. 714541](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55086781.1

Property Address:

0 BRADLEY ROAD, COLORADO SPRINGS, CO

1. Effective Date:

12/27/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06

TBD

Proposed Insured:

TBD

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

A FEE SIMPLE

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

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

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

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 65th P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION BEING THE NORTHEAST CORNER OF LEGACY HILL DRIVE AS PLATTED IN THE TRAILS AT ASPEN RIDGE FILING NO. 1 AS RECORDED IN EL PASO COUNTY, COLORADO; THE TRUE POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTHERLY R.O.W. LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY.

THENCE N74°20'48"E A DISTANCE OF 425.01 FEET ALONG SAID SOUTHERLY R.O.W. LINE OF BRADLEY ROAD;

THENCE S15°39'12"E A DISTANCE OF 429.99 FEET;

THENCE S74°20'48"W, A DISTANCE OF 360.01 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 78.64 FEET, A DELTA ANGLE OF 60°04'25", WHOSE LONG CHORD BEARS N 75°37'00"W A DISTANCE OF 75.08 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF LEGACY HILL DRIVE;

THENCE N15°39'12"W, A DISTANCE OF 392.40 FEET ALONG SAID EASTERLY R.O.W. LINE OF LEGACY HILL DRIVE TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55086781.1

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55086781.1

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR None MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. THE COMPANY HAS RECEIVED A STATEMENT OF AUTHORITY FOR None. THE TITLE "MANAGER OF CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY" MUST BE ADDED TO THE ACKNOWLEDGMENT AND SAID STATEMENT OF AUTHORITY MUST BE RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO.
3. A FULL COPY OF THE PARTNERSHIP AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENT.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP RECORDED SEPTEMBER 08, 2017 AT RECEPTION NO. [217108662](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES KEVIN HOWARD AS THE AUTHORIZED AGENT AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. WARRANTY DEED FROM None TO FRANK W. HOWARD #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP CONVEYING SUBJECT PROPERTY.

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

5. INTENTIONALLY DELETED.

NOTE: UPON PROOF OF PAYMENT OF 2019 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55086781.1

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. ALL RIGHTS AND RESERVATIONS AS SET FORTH IN UNITED STATES PATENTS RECORDED APRIL 14, 1883 IN BOOK 57 AT PAGES [5](#) AND [6](#) AND OCTOBER 28, 1919 IN BOOK 54 AT PAGE [101](#).**
- 9. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#).**
- 10. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#).**
- 11. THE EFFECT OF NOTICE CONCERNING UNDERGROUND ELECTRIC CABLES AND FACILITIES OF MOUNTAIN VIEW ELECTRIC ASSOCIATION, RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).**
- 12. THE EFFECT OF RESOLUTION NO. 84-185A, RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55086781.1

13. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). ASSIGNED TO KANEB PIPE LINE OPERATING PARTNERSHIP, L.P. IN INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#).
14. THE EFFECT OF RESOLUTION NO. 06-308, RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
15. THE EFFECT OF FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).
17. THE EFFECT OF RESOLUTION NO. 14-405, RECORDED OCTOBER 29, 2014 UNDER RECEPTION NO. [214099213](#).
18. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INCLUSION AND SERVICE AGREEMENT RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).
20. THE EFFECT OF RESOLUTION NO. 18-209, RECORDED MAY 22, 2018 UNDER RECEPTION NO. [218058345](#).
21. THE EFFECT OF RESOLUTION NO. 18-210, RECORDED MAY 22, 2018 UNDER RECEPTION NO. [218058346](#).
22. THE EFFECT OF RESOLUTION NO. 19-49, RECORDED FEBRUARY 13, 2019, UNDER RECEPTION NO. [219015416](#).
23. THE EFFECT OF PLANNED UNIT DEVELOPMENT AND PRELIMINARY SITE PLAN, RECORDED APRIL 09, 2020, UNDER RECEPTION NO. [220049053](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, EASEMENTS AND LICENSES AS SET FORTH AND GRANTED IN LICENSE AGREEMENT RECORDED APRIL 09, 2020 UNDER RECEPTION NO. [220049054](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



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

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; 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 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.


Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880




Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55086781.2**

Date: **01/08/2021**

Property Address: **0 BRADLEY ROAD, COLORADO SPRINGS, CO**

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

For Closing Assistance

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

Buyer/Borrower

FRANK W HOWARD #2 LP LLLP
Attention: KEVIN HOWARD
118 N TEJON ST #305
COLORADO SPRINGS, CO 80903
(719) 332-1306 (Work)
kevinhowardfwh@yahoo.com
fwhoward@comcast.net
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55086781.2**

Date: **01/08/2021**

Property Address: **0 BRADLEY ROAD, COLORADO SPRINGS, CO**

Parties: **WATERVIEW EAST DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY**

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

Estimate of Title insurance Fees	
"ALTA" Loan Policy 06-17-06	TBD
Tax Certificate 5500000413 (TO BE ORDERED PRIOR TO CLOSING)	\$26.00
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 11/06/2020 under reception no. 220179969](#)

[El Paso county recorded 10/03/2018 under reception no. 218115653](#)

[El Paso county recorded 08/08/2018 under reception no. 218091785](#)

Plat Map(s):

[El Paso county recorded 07/14/2020 under reception no. 714541](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55086781.2

Property Address:

0 BRADLEY ROAD, COLORADO SPRINGS, CO

1. Effective Date:

12/27/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06
Proposed Insured:
TO BE DETERMINED.

TBD

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

A FEE SIMPLE

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

WATERVIEW EAST DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PM, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;

THENCE S00°19,32"E ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9 A DISTANCE OF 1613.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING THREE (3) COURSES ARE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEYROAD;

1)THENCE S89°30'29" W A DISTANCE OF 3.77 FEET TO A POINT OF CURVE TO THE LEFT;

2)THENCE ON SAID CURVE, HAVING A RADIUS OF 2759.79 FEET, AN ARC LENGTH OF 730.29 FEET, A DELTA ANGLE OF 15°09'41" WHOSE LONG CHORD BEARS S81°55'38" W A DISTANCE OF 728.16 FEET;

3)THENCE S74°20'48" W A DISTANCE OF 930.15 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID RIGHT-OF-WAY S 15°39' 12" W ADISTANCE OF 394.68 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT WHOSE RADIAL BEARS N75° 43' 37" W;

THENCE ON SAID CURVE, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 56.94 FEET, A DELTA ANGLE OF 43°29'55" WHOSE LONG CHORD BEARS S36°01'21" W A DISTANCE OF 55.58 FEET;

THENCE S57°46'18"W A DISTANCE OF 68.47 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 280.72 FEET, A

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55086781.2

DELTA ANGLE OF 35° 44' 30" WHOSE LONG CHORD BEARS S39° 54' 03" W, A DISTANCE OF 267.19 FEET;

THENCE S 67° 58' 24" E A DISTANCE OF 40.00 FEET;

THENCE S22° 01' 36" W A DISTANCE OF 538.15 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 61.46 FEET, A DELTA ANGLE OF WHOSE LONG CHORD BEARS S28° 47' 53", W A DISTANCE OF 6131 FEET;

THENCE S00° 00' 00", W A DISTANCE OF 148.75 FEET;

THENCE N 90° 00' 00" W A DISTANCE OF 515.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT- OF-WAY LINE OF POWERS BOULEVARD DESCRIBED IN SAID BOOK 5307 AT PAGE 1472 (NOW HIGHWAY 21);

THE FOLLOWING FIVE (5) COURSES ARE ON SAID RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY:

1) THENCE N00° W A DISTANCE OF 1123.38 FEET TO A POINT OF CURVE TO THE RIGHT;

2) THENCE ON SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 229.91 FEET, A DELTA ANGLE OF 87° 49' 03", WHOSE LONG CHORD BEARS N43° 25' 21" E A DISTANCE OF 208.05 FEET:

3) THENCE N87° 19' 53" E A DISTANCE OF 53.06 FEET TO A POINT OF CURVE TO THE LEFT;

4) THENCE ON SAID CURVE, HAVING A RADIUS OF 2967.79 FEET, AN ARC LENGTH OF 673.03 FEET, A DELTA ANGLE OF 12° 59' 05", WHOSE LONG CHORD BEARS N80° 50' 20" E A DISTANCE OF 671.59 FEET;

5) THENCE N 47° 20' 48" E A DISTANCE OF 21.87 FEET TO THE POINT BEGINNING. PARCEL CONTAINS 963,596 SQUARE FEET OR 22.121 ACRES MORE OR LESS.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55086781.2

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55086781.2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. **EXISTING LEASES AND TENANCIES, IF ANY.**
9. **ALL RIGHTS AND RESERVATIONS AS SET FORTH IN UNITED STATES PATENTS RECORDED APRIL 14, 1883 IN BOOK 57 AT PAGES [5](#) AND [6](#) AND OCTOBER 28, 1919 IN BOOK 54 AT PAGE [101](#).**
10. **RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#).**
11. **EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#).**
12. **THE EFFECT OF NOTICE CONCERNING UNDERGROUND ELECTRIC CABLES AND FACILITIES OF MOUNTAIN VIEW ELECTRIC ASSOCIATION, RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).**
13. **THE EFFECT OF RESOLUTION NO. 84-185A, RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55086781.2

14. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). ASSIGNED TO KANEB PIPE LINE OPERATING PARTNERSHIP, L.P. IN INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#).
15. THE EFFECT OF RESOLUTION NO. 06-308, RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
16. THE EFFECT OF FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).
18. THE EFFECT OF RESOLUTION NO. 14-405, RECORDED OCTOBER 29, 2014 UNDER RECEPTION NO. [214099213](#).
19. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INCLUSION AND SERVICE AGREEMENT RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).
21. THE EFFECT OF RESOLUTION NO. 18-209, RECORDED MAY 22, 2018 UNDER RECEPTION NO. [218058345](#).
22. THE EFFECT OF RESOLUTION NO. 18-210, RECORDED MAY 22, 2018 UNDER RECEPTION NO. [218058346](#).
23. THE EFFECT OF RESOLUTION NO. 19-49, RECORDED FEBRUARY 13, 2019, UNDER RECEPTION NO. [219015416](#).
24. THE EFFECT OF PLANNED UNIT DEVELOPMENT AND PRELIMINARY SITE PLAN, RECORDED APRIL 09, 2020, UNDER RECEPTION NO. [220049053](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, EASEMENTS AND LICENSES AS SET FORTH AND GRANTED IN LICENSE AGREEMENT RECORDED APRIL 09, 2020 UNDER RECEPTION NO. [220049054](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



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

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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; 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 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.


Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880




Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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