

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: F0690646-370-CSP

1. **Effective Date:** October 14, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:
FEE SIMPLE
3. Title to the estate or interest in the land is at the Effective Date vested in:
Darin M. Brooks and Elissa M. Brooks
4. The land referred to in this Title Report is described as follows:
See Attached Legal Description
(for informational purposes only) 17102 Jackson Ranch Ct, Monument, CO 80132-7732

Attached Legal Description

Lot 7, Jackson Ranch Filing No. 3,
County of El Paso,
State of Colorado

SCHEDULE B

Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Terms, conditions, provisions, easements, agreements and obligations of Grant of Right of Way recorded March 29, 1957 in Book 1623 at Page 611.
3. Terms, conditions, provisions, agreements and obligations of the Right of Way Easement recorded December 16, 1966 in Book 2159 at Page 348 and Quit Claim Deed back to the property owners recorded June 7, 1971 in Book 2413 at Page 246.
4. Oil and Gas Lease recorded July 23, 1973 in Book 2607 at Page 59 and any and all assignments thereof or interests therein.
5. Terms, conditions, provisions, agreements and obligations of the Permanent Easement recorded August 26, 1977 in Book 2955 at Page 281 and in Book 2955 at Page 282.
6. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 84-144, General - 36, recorded May 21, 1984 in Book 3872 at Page 1179 and October 19, 1984 in Book 3930 at Page 33.
7. Reservation of any and all oil, gas, gravel, sand, coal and other minerals as contained in Deed recorded June 27, 1991 in Book 5853 at Page 1367 and any and all assignments thereof or interests therein.
8. Terms, conditions, provisions, agreements and obligations of the Permanent Easement and Maintenance Agreement recorded November 16, 2001 at 201168155.
9. Terms, conditions, provisions, agreements and obligations of Joint Use Water Well Agreement recorded November 16, 2001 at 201168156.
10. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 01-423, recorded April 5, 2002 at 202055228.
11. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 02-394, recorded November 7, 2002 at 202195447 and re-recorded January 23, 2003 at 203015803.
12. Restrictions, terms, conditions, provisions, agreements and obligations of the Findings and Ruling of the Referee and Decree of the Water Court, recorded November 19, 2009 at Reception No. 209133997, at Reception No. 209133998, at Reception No. 209133999, at Reception No. 209134000, at 209134001 and at 209134002.
13. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 14-193, recorded May 29, 2014 at 214045121.
14. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 14-194, recorded May 29, 2014 at 214045122.
15. Restrictions, terms, conditions, provisions, agreements and obligations of Resolution No. 14-442, recorded November 26, 2014 at 214109191.
16. Terms, conditions, provisions, agreements and obligations of the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded February 4, 2015 at 215010693.

17. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Declaration recorded February 4, 2015 at 215010695, and any and all amendments, assignments and/or supplements thereto. Amendment recorded February 26, 2018 at Reception No. 218022046.
18. Terms, conditions, provisions, agreements and obligations contained in the Bylaws of Jackson Ranch Owners Association recorded February 4, 2015 at Reception No. 215010696.
19. All matters as shown on the Deed recorded February 10, 2015 at 215012663.
20. Restrictions, terms, conditions, provisions, agreements and obligations contained in Resolution No. 18-032 recorded January 24, 2018 at 218009068
21. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: February 26, 2018
Recording No: 2180714098
22. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:

Recording Date: February 26, 2018
Recording No.: 218022044
23. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: February 26, 2018
Recording No.: 218022045
24. Restrictions, reservations, terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed recorded April 21, 2018 at 218045073
25. Deed recorded December 26, 2018 at Reception No. 218146698 and recorded October 31, 2019 at Reception No. 219136341, makes reference to water rights.
26. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$581,724.00
Trustor/Grantor Darin M. Brooks and Elissa M. Brooks
Trustee: Public Trustee of El Paso County
Beneficiary: U.S. Bank National Association
Recording Date: October 9, 2019
Recording No: 219125623

END OF EXCEPTIONS

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

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

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

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

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

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