



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

**Land Title Guarantee Company**  
Customer Distribution

**Our Order Number:** SC55065517.1

**Date:** 04-12-2018

**Property Address:** VENETUCCI BOULEVARD, COLORADO SPRINGS, CO 80906

---

**For Title Assistance**  
EL PASO COUNTY TITLE TEAM  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
719-634-4821 (phone)  
719-634-3190 (fax)  
blowe@ltgc.com

---

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

**Buyer/Borrower**

MICHAEL E. WINTERFIELD  
1865 N AIRPORT ROAD  
FREMONT, NE 68025  
402-981-6412 (work)  
mwinterfeld@taylorandmartin.com  
Delivered via: Electronic Mail

**Lender - New Loan**

BETTY WINTERFELD REVOCABLE LIVING TRUST  
Delivered via: Next Day

**Lender - New Loan**

SOMCO, LLC, A COLORADO LIMITED LIABILITY COMPANY  
Delivered via: Next Day



## Land Title Guarantee Company

### Estimate of Title Fees

Order Number: SC55065517.1

Date: 04-12-2018

Property Address: VENETUCCI BOULEVARD, COLORADO SPRINGS, CO 80906

Buyer/Borrower: TO BE DETERMINED

Seller: MICHAEL E WINTERFELD

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	To Be Determined
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	To Be Determined
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55065517.1

**Customer Ref-Loan No.:**

**Property Address:**

VENETUCCI BOULEVARD, COLORADO SPRINGS, CO 80906

**1. Effective Date:**

04-09-2018 At 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

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

To Be Determined

Proposed Insured:

TO BE DETERMINED

**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:**

MICHAEL E WINTERFELD

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

A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 33, IN TOWNSHIP 14 SOUTH, RANGE 66 WEST AND THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 4, IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N 00 DEGREES 18 MINUTES 24 SECONDS W (A BEARING BASED ON TRUE NORTH DETERMINED BY POLARIS OBSERVATION AND RELATIVE TO A PREVIOUS SURVEY OF THE MYRON STRATTON HOME BOUNDARY AND TO OTHER BEARINGS HEREIN) ALONG THE WEST LINE OF SECTION 33, A DISTANCE OF 779.22 FEET; THENCE N 81 DEGREES 11 MINUTES 45 SECONDS E, A DISTANCE OF 0.38 FEET TO THE NORTHWESTERLY CORNER OF STRATMOOR HILLS ADDITION NO. 2 RECORDED IN PLAT BOOK "Z" AT PAGE 12 UNDER RECEPTION NO. 37468 OF THE RECORDS OF SAID EL PASO COUNTY BEING THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREBY; (1) THENCE N 00 DEGREES 20 MINUTES 03 SECONDS W ALONG THE EAST LINE OF SUBDIVISION OF TRACT B, ABRAHAMSON'S STRATMOOR HILLS, RECORDED IN PLAT BOOK "Z" AT PAGE 38 UNDER RECEPTION NO. 62326 OF THE RECORDS OF SAID EL PASO COUNTY, A DISTANCE OF 541.35 FEET TO THE NORTHEAST CORNER THEREOF; (2) THENCE N 00 DEGREES 18 MINUTES 24 SECONDS W ALONG SAID WEST LINE OF SECTION 33, A DISTANCE OF 168.96 FEET TO INTERSECT THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 85-87 DESCRIBED IN BOOK 602 AT PAGE 553 AND IN IN BOOK 2296 AT PAGES 171 AND 172 OF THE RECORDS OF SAID EL PASO COUNTY; (3) THENCE S 54 DEGREES 06 MINUTES 56 SECONDS E ALONG SAID LINE, A DISTANCE OF 287.94 FEET; (4) THENCE S 54 DEGREES 13 MINUTES 38 SECONDS E ALONG SAID LINE, A DISTANCE OF 1088.87 FEET; (5) THENCE S 42 DEGREES 21 MINUTES 03 SECONDS E ALONG SAID LINE, A DISTANCE OF 45.67 FEET TO THE CENTER LINE OF THE PAVEMENT OF A ROAD; (6) THE FOLLOWING SEVEN (7) COURSES ARE ALONG SAID CENTER LINE OF PAVEMENT; (7) THENCE S 25 DEGREES 20 MINUTES 39 SECONDS W, A DISTANCE OF 71.84 FEET TO A POINT OF CURVE; (8) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 78 DEGREES 55 MINUTES 00 SECONDS AND AN ARC LENGTH OF 137.74 FEET TO A POINT OF TANGENCY; (9) THENCE S 53 DEGREES 34 MINUTES 21 SECONDS E, A DISTANCE OF 188.00 FEET TO A POINT OF CURVE; (10) THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 49

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: SC55065517.1

Customer Ref-Loan No.:

DEGREES 58 MINUTES 00 SECONDS AND AN ARC LENGTH OF 87.21 FEET TO A POINT OF TANGENCY; (11) THENCE S 03 DEGREES 36 MINUTES 21 SECONDS E, A DISTANCE OF 191.61 FEET TO A POINT OF CURVE; (12) THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 69 DEGREES 59 MINUTES 43 SECONDS AND AN ARC LENGTH OF 79.41 FEET TO A POINT TANGENCY; (13) THENCE S 66 DEGREES 23 MINUTES 34 SECONDS W, A DISTANCE OF 64.43 FEET TO INTERSECT THE EASTERLY LINE OF STRATMOOR HILLS ADDITION NO. 5, A VACATION AND REPLAT OF LOTS 26, 27 AND 28, BLOCK 1, REFILE OF STRATMOOR HILLS ADDITION NO. 3, RECORDED IN PLAT BOOK E-3 AT PAGE 38 UNDER RECEPTION NO. 345941 OF THE RECORDS OF SAID EL PASO COUNTY; (14) THENCE N 02 DEGREES 36 MINUTES 54 SECONDS E ALONG SAID SUBDIVISION, A DISTANCE OF 174.52 FEET; (15) THENCE N 32 DEGREES 50 MINUTES 41 SECONDS W ALONG SAID SUBDIVISION, A DISTANCE OF 208.12 FEET; (16) THENCE S 34 DEGREES 18 MINUTES 56 SECONDS W ALONG SAID SUBDIVISION, A DISTANCE OF 422.21 FEET TO THE MOST WESTERLY CORNER OF SAID SUBDIVISION, BEING THE NORTH CORNER COMMON TO LOTS 25 AND 26, IN BLOCK 1, IN REFILE OF STRATMOOR HILLS ADDITION NO. 3 RECORDED IN PLAT BOOK B-2 AT PAGE 14 UNDER RECEPTION NO. 134997 OF THE RECORDS OF SAID EL PASO COUNTY; (17) THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SUBDIVISION BOUNDARY; (18) THENCE S 89 DEGREES 41 MINUTES 36 SECONDS W, A DISTANCE OF 250.00 FEET; (19) S 78 DEGREES 41 MINUTES 36 SECONDS W, A DISTANCE OF 190.00 FEET; (20) THENCE N 02 DEGREES 13 MINUTES 32 SECONDS E, A DISTANCE OF 226.90 FEET, MORE OR LESS, TO INTERSECT SOUTHERLY LINE OF THE AFOREMENTIONED STRATMOOR HILLS ADDITION NO. 2; (21) THE FOLLOWING NINE (9) COURSES ARE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID SUBDIVISION; (22) THENCE S 72 DEGREES 09 MINUTES 54 SECONDS E, A DISTANCE OF 342.76 FEET; (23) THENCE N 31 DEGREES 39 MINUTES 36 SECONDS E, A DISTANCE OF 221.19 FEET; (24) THENCE N 21 DEGREES 19 MINUTES 54 SECONDS W, A DISTANCE OF 199.95 FEET; (25) THENCE N 64 DEGREES 49 MINUTES 54 SECONDS W, A DISTANCE OF 136.09 FEET; (26) THENCE N 67 DEGREES 19 MINUTES 54 SECONDS W, A DISTANCE OF 188.31 FEET; (27) THENCE N 41 DEGREES 49 MINUTES 54 SECONDS W, A DISTANCE OF 176.20 FEET; (28) THENCE N 56 DEGREES 31 MINUTES 32 SECONDS W, A DISTANCE OF 135.98 FEET; (29) THENCE N 82 DEGREES 41 MINUTES 37 SECONDS W, A DISTANCE OF 141.59 FEET; (30) THENCE S 79 DEGREES 40 MINUTES 54 SECONDS W, A DISTANCE OF 183.91 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO EL PASO COUNTY IN DEED RECORDED JANUARY 18, 1979 IN BOOK 3132 AT PAGE [46](#).

Copyright 2006-2018 American Land Title Association. All Rights Reserved

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55065517.1

**The following are the 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.**

**Old Republic National Title Insurance Company**  
**Schedule B, Part II**

**(Exceptions)**

Order Number: SC55065517.1

**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. ANY EXISTING LEASES AND/OR TENANCIES.**
- 9. RIGHT OF WAY EASEMENT AS GRANTED TO THE TOWN OF FOUNTAIN IN INSTRUMENT RECORDED AUGUST 11, 1925, IN BOOK 692 AT PAGE [286](#).**
- 10. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JULY 01, 1958, IN BOOK 1685 AT PAGE [585](#).**
- 11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 26, 1960, IN BOOK 1826 AT PAGE [134](#).**
- 12. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 04, 1961, IN BOOK 1885 AT PAGE [394](#).**
- 13. INCLUSION OF SUBJECT PROPERTY IN THE STRATMOOR HILLS WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 28, 1971, IN BOOK 2387 AT PAGE [1](#).**
- 14. RIGHT OF WAY EASEMENT AS GRANTED TO STRATMOOR HILLS SANITATION DISTRICT IN INSTRUMENT RECORDED MARCH 17, 1987, IN BOOK 5332 AT PAGE [635](#).**

**Old Republic National Title Insurance Company**  
**Schedule B, Part II**

**(Exceptions)**

**Order Number:** SC55065517.1

15. TERMS, CONDITIONS, PROVISIONS, AND OBLIGATIONS OF RESOLUTION NO. 16-124 OF THE BOARD OF COUNTY COMMISSIONERS - RECONSIDERATION TO APPROVE AN EXTENSION OF TIME TO RECORD A FINAL PLAT RECORDED APRIL 19, 2016 UNDER RECEPTION NO. [216041023](#).
16. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JANUARY 10, 2011 PREPARED BY DOUGLAS P. REINELT, FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC, JOB #2320.00:  
A: FENCE LINES ALONG PROPERTY PERIMETER ARE NOT COINCIDENT WITH THE SURVEYED BOUNDARY LINE.  
B: RIGHTS OF OTHERS TO THE CONTINUED USE OF THE DIRT ROAD RUNNING THROUGH SUBJECT PROPERTY.
17. SUCH STATE OF FACTS OCCURRING SUBSEQUENT TO JANUARY 10, 2011, DATE OF ALTA/ACSM LAND TITLE SURVEY BY CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC, AS WOULD BE DISCLOSED BY A CURRENT, ACCURATE SURVEY AND INSPECTION OF THE SUBJECT PREMISES.
18. DEED OF TRUST DATED SEPTEMBER 07, 2017, FROM TO BE DETERMINED TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF BETTY WINTERFELD REVOCABLE LIVING TRUST TO SECURE THE SUM OF \$1,650,000.00 RECORDED SEPTEMBER 08, 2017, UNDER RECEPTION NO. [217108729](#).
19. DEED OF TRUST DATED SEPTEMBER 07, 2017, FROM TO BE DETERMINED TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF SOMCO, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$1,716,000.00 RECORDED SEPTEMBER 08, 2017, UNDER RECEPTION NO. [217108730](#).



**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 and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.





## 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-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

**Note:** Pursuant to 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to 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.



# Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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>.

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



Authorized Officer or Agent



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111



Mark Bilbrey  
President



Rande Yeager  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Old Republic National Title Insurance Company. 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]*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.