



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

Customer Distribution

**Our Order Number:** RND55065376-6

**Date:** 03-11-2019

**Property Address:** 3565 AKERS DRIVE COLORADO SPRINGS

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**For Title Assistance**  
BEN LOWE  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
719-381-0240 (phone)  
303-393-4842 (fax)  
blowe@ltgc.com

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

**Seller/Owner**

MULE DEER INVESTMENTS, LLC  
Attention: HEATH HERBER  
31 N TEJON STREET, SUITE 500  
COLORADO SPRINGS, CO 80903  
719-331-0083 (work)  
hherber@wheatlandscapital.com  
Delivered via: Electronic Mail

Attention: CHARLENE DURHAM  
charlene.durham@stantec.com  
Delivered via: Linked Commitment Delivery

Attention: CHARLES COTHERN  
COLORADO SPRINGS, CO 80903  
charles.cothern@stantec.com  
Delivered via: Linked Commitment Delivery



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: RND55065376-6

Date: 03-11-2019

Property Address: 3565 AKERS DRIVE COLORADO SPRINGS

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: MULE DEER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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	
TBD Commitment	\$269.00
TBD - TBD Income	-\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$0.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

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

**Order Number:** RND55065376-6

**Customer Ref-Loan No.:**

**Property Address:**

3565 AKERS DRIVE COLORADO SPRINGS

**1. Effective Date:**

03-05-2019 at 5:00 P.M.

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

"TBD" Commitment \$5,000.00  
Proposed Insured:  
A PURCHASER 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:**

MULE DEER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A:  
LOT 2, MULE DEER BUSINESS PARK FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:  
A TRACT OF LAND LOCATED IN THE E 1/2 OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S 89 DEGREES 10 MINUTES 57 SECONDS W ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 2105.32 FEET; THENCE S 04 DEGREES 23 MINUTES 18 SECONDS W A DISTANCE OF 3426.75 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S 73 DEGREES 20 MINUTES 03 SECONDS E A DISTANCE OF 1158.67 FEET;
  2. THENCE N 89 DEGREES 15 MINUTES 29 SECONDS E A DISTANCE OF 273.54 FEET;
  3. THENCE S 00 DEGREES 00 MINUTES 00 SECONDS W A DISTANCE OF 83.33 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT;
  4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 1000.01 FEET, A DELTA ANGLE OF 01 DEGREES 25 MINUTES 45 SECONDS, AN ARC LENGTH OF 24.94 FEET, WHOSE LONG CHORD BEARS S 88 DEGREES 35 MINUTES 00 SECONDS W A DISTANCE OF 24.94 FEET;
  5. THENCE S 89 DEGREES 18 MINUTES 20 SECONDS W A DISTANCE OF 261.65 FEET;
  6. THENCE S 00 DEGREES 02 MINUTES 55 SECONDS W A DISTANCE OF 1451.73 FEET TO THE SOUTH LINE OF SAID SECTION 29;
  7. THENCE S 89 DEGREES 19 MINUTES 38 SECONDS W ALONG SAID SOUTH LINE, A DISTANCE OF 1240.25 FEET;
  8. THENCE N 04 DEGREES 23 MINUTES 18 SECONDS E A DISTANCE OF 1887.69 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION,
- EXCEPT THOSE PORTIONS THEREOF PLATED AS PRONGHORN MEADOWS SUBDIVISION FILING NO. 1

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

**Order Number:** RND55065376-6

**Customer Ref-Loan No.:**

RECORDED SEPTEMBER 30, 2002 UNDER RECEPTION NO. [202165571](#), PRONGHORN MEADOWS  
SUBDIVISION FILING NO. 2, RECORDED JANUARY 7, 2005 UNDER RECEPTION NO. [205003921](#), MULE  
DEER BUSINESS PARK FILING NO. 1 RECORDED JUNE 19, 2006 UNDER RECEPTION NO. [206712353](#)  
AND MULE DEER CROSSING RECORDED JUNE 19, 2006 UNDER RECEPTION NO. [206712354](#).

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T13S, R65W  
OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N 89 DEGREES 10 MINUTES 57 SECONDS E FROM  
THE NORTH 1/4 OF SAID SECTION 29 (1 1/2" ALUM. CAP, UP&E LS 11624) TO THE NORTHEAST  
CORNER OF SAID SECTION 29 (2 1/2" ALUM. CAP LS 22095 IN RANGE BOX).

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** RND55065376-6

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. WARRANTY DEED FROM MULE DEER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR MULE DEER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JULY 24, 2017 UNDER RECEPTION NO. [217086975](#) DISCLOSES HEATH A. HERBER, MANAGER WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: RND55065376-6

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE 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 SEPTEMBER 8, 1891 IN BOOK 143 AT PAGE [374](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY RECORDED SEPTEMBER 26, 1934 IN BOOK 908 AT PAGE [90](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED DECEMBER 01, 1964 IN BOOK 2046 AT PAGE [703](#).
11. NOTICE CONCERNING UNDERGROUND ELECTRIC CABLES AND FACILITIES OF MOUNTAIN VIEW ELECTRIC ASSOCIATION RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
12. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 96-150, LAND USE-39 RECORDED JUNE 24, 1996 IN BOOK 6915 AT PAGE [458](#) AND RESOLUTION NO. 02-43 RECORDED MARCH 25, 2002 UNDER RECEPTION NO. [202046723](#).
13. TERMS, CONDITIONS AND PROVISIONS OF INCLUSION AND WATER USE AGREEMENT RECORDED APRIL 11, 1997 UNDER RECEPTION NO. [97041325](#).
14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 04-378 RECORDED NOVEMBER 23,

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** RND55065376-6

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

2004 AT RECEPTION NO. [204193022](#).

15. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 04-461 RECORDED JULY 29, 2005 AT RECEPTION NO. [205115758](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED APRIL 11, 2006 UNDER RECEPTION NO. [206052717](#).
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MULE DEER BUSINESS PARK FILING NO. 1 RECORDED JUNE 19, 2006 UNDER RECEPTION NO. [206712353](#). RESOLUTION NO. 07-229 IN CONNECTION WITH SAID PLAT RECORDED JUNE 5, 2007 UNDER RECEPTION NO. [207075455](#). RESOLUTION NO. 05-297 IN CONNECTION WITH SAID PLAT RECORDED AUGUST 24, 2007 UNDER RECEPTION NO. [207111087](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED JUNE 19, 2006 UNDER RECEPTION NO. [206089433](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT MULE DEER BUSINESS PARK FILING NO. 1 RECORDED JUNE 19, 2006 UNDER RECEPTION NO. [206089434](#), AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT MULE DEER BUSINESS PARK FILING NO. 1 RECORDED NOVEMBER 29, 2007 UNDER RECEPTION NO. [207152175](#) AND SECOND AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT MULE DEER BUSINESS PARK FILING NO. 1 RECORDED NOVEMBER 21, 2008 UNDER RECEPTION NO. [208125186](#). RESOLUTION NO. 08-445 IN CONNECTION WITH SAID SECOND AMENDMENT RECORDED NOVEMBER 21, 2008 UNDER RECEPTION NO. [208125185](#).
20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 09-199 RECORDED AUGUST 17, 2009 AT RECEPTION NO. [209097824](#).
21. (ITEM INTENTIONALLY DELETED)
22. DEED OF TRUST DATED JUNE 29, 2018, FROM MULE DEER INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF WAYPOINT BANK TO SECURE THE SUM OF \$500,000.00 RECORDED JUNE 29, 2018, UNDER RECEPTION NO. [218075343](#) .
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED FEBRUARY 13, 2019 UNDER RECEPTION NO. [219015417](#).



**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 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 to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary