

Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-219-8500**
Fax: **719-425-2725**

Transmittal Information

Date: 05/15/2024
File No: 1438COR
Property Address: Vacant Land (County Line Road), et. al., Monument, CO 80832
Buyer\Borrower: Monument Ridge East, LLC, a Colorado limited liability company
Seller:

For changes and updates please contact your Escrow officer(s):

Escrow Officer:	Donsa Bragg
Not Applicable	Core Title Group LLC
Core Title Group LLC	101 S. Sahwatch Street, Suite 212
101 S. Sahwatch Street, Suite 212	Colorado Springs, CO 80903
Colorado Springs, CO 80903	Phone: 719-219-8500
Phone: 719-219-8500	

E-Mail:
Processor:
E-Mail: LPlank@coretitlegroupllc.com

Copies Sent to:

Buyer:
Monument Ridge East, LLC, a Colorado limited liability company
5055 List Drive
Colorado Springs, CO 80919

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Additional Contacts

Misc

Vertex Consulting Services
455 E. Pikes Peak Ave, Ste 101
Colorado Springs, CO 80903
Phone: 719-733-8605
Contact: Nina Ruiz
Email: nina.ruiz@vertexc.com

Misc

CORE Commercial
Email: commercial@coretitlegroupllc.com

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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 EXTRACTIONAL 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, Westcor Land Title Insurance Company, a South Carolina Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500



By: [Signature]
Mary O'Donnell - President

Attest: [Signature]
Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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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 acquired 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 the 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, 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. 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.

STANDARD EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **1438COR**
Amendment No: **1438COR-C**

SCHEDULE A

1. Commitment Date: **May 2, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>Working Commitment Search End</i>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in:
Monument Ridge East, LLC, a Colorado limited liability company

5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"
For Informational Purposes Only: **Vacant Land (County Line Road), et. al., Monument, CO 80832**
APN: **7102200013, et. al. et. al**

Countersigned
Core Title Group LLC

By: *Donsa Bragg*

Donsa Bragg

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File No.: 1438COR

EXHIBIT A

The Land is described as follows:

PARCEL A:

A TRACT OF LAND IN THE NORTH ONE-HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 60 FOOT WIDE COUNTY LINE ROAD AND THE WESTERLY RIGHT OF WAY LINE OF 60 FOOT WIDE DOEWOOD DRIVE AS DEDICATED IN "HEIGHTS FILING TWO" AS RECORDED IN PLAT **BOOK E-5 AT PAGE 228** UNDER RECEPTION NO. 2287623 OF THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THAT RIGHT OF WAY PARCEL FOR COUNTY LINE ROAD GRANTED IN SPECIAL WARRANTY DEED RECORDED UNDER **RECEPTION NO. 214002145**, OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S 00 ° 02' 24" W, ALONG THE EASTERLY LINE THEREOF, 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 02' 24" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID DOEWOOD DRIVE, 250.05 FEET TO THE NORTHEAST CORNER OF LOT 10 IN SAID "HEIGHTS FILING TWO"; THENCE S 89 ° 06' 54" W, ALONG SAID NORTHERLY LINE, 129.47 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 15° 04' 41" W, ALONG THE WESTERLY LINE OF SAID "HEIGHTS FILING TWO", 981.29 FEET TO THE NORTHEAST CORNER OF "HEIGHTS FILING ONE" AS RECORDED IN PLAT **BOOK E-5 AT PAGE 167** UNDER **RECEPTION NO. 2225904** OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S 88 ° 45' 14" W, ALONG THE NORTHERLY LINE THEREOF, 306.89 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN **BOOK 3951 AT PAGE 1433** OF THE RECORDS OF EL PASO COUNTY, COLORADO AND AN EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN PUBLIC TRUSTEES DEED RECORDED IN **BOOK 5852 AT PAGE 323** OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 14 ° 12' 38" E, ALONG SAID EASTERLY LINES, 102.54 FEET TO THE NORTHEASTERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN **BOOK 3951 AT PAGE 1433** OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 89 ° 57' 36" W, ALONG THE NORTHERLY LINE THEREOF, 732.00 FEET TO A POINT ON THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN **BOOK 6488 AT PAGE 243** OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING TWO COURSES ARE ALONG THE BOUNDARY OF SAID TRACT; THENCE (1) N 06 ° 43' 00" E, 337.98 FEET; THENCE (2) N 89 ° 57' 36" W, 251.71 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO RECORDED IN **BOOK 1984 AT PAGE 836** OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; THENCE (1) N 06 ° 43' 00" E, 36.92 FEET; THENCE (2) N 29 ° 16' 30" E, 675.30 FEET; THENCE (3) N 89 ° 05' 00" E, 500.00 FEET; THENCE (4) N 29 ° 33' 00" E (BASIS OF BEARING), 180.19 FEET TO INTERSECT THE SOUTH LINE OF AFORESAID 60 FOOT WIDE COUNTY LINE ROAD; THENCE N 89 ° 06' 54" E, ALONG SAID

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SOUTHERLY LINE 258.85 FEET TO THE NORTHWEST CORNER OF THE AFORESAID RIGHT OF WAY PARCEL GRANTED TO EL PASO COUNTY FOR COUNTY LINE ROAD UNDER [RECEPTION NO. 214002145](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING FOUR COURSES ARE ALONG THE SOUTHERLY LINE THEREOF; THENCE (1) S 00 ° 53' 11" E, 11.00 FEET; THENCE (2) S 89° 57' 43" E, 186.01 FEET; THENCE (3) N 89 ° 46' 13" E, 87.26 FEET; THENCE (4) S 89 ° 02' 16" E, 154.69 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PARCEL CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT FOR THE CRYSTAL CREEK LIFT STATION BY DEED RECORDED NOVEMBER 30, 1998 AT [RECEPTION NO. 98175218](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; EXCEPTING DEED RECORDED NOVEMBER 29, 2010 AT [RECEPTION NO. 210120918](#) AND JANUARY 9, 2014 AT [RECEPTION NO. 214002145](#) AND FURTHER EXCEPTING ANY PORTION WITHIN THE RIGHT OF WAY OF COUNTY LINE ROAD OR INTERSTATE HIGHWAY 25, AND FURTHER EXCEPTING THAT PORTION DEDICATED AS DOEWOOD DRIVE IN "HEIGHTS FILING TWO" AS RECORDED IN PLAT [BOOK E-5 AT PAGE 228](#) UNDER RECEPTION NO. 2287623 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

PARCEL B:

LOT 1, HEIGHTS FILING ONE, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

A TRACT OF LAND LOCATED IN THE NORTH ONE HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION;

TH S 89 DEGREES 06 MINUTES 54 SECONDS W A DISTANCE OF 1320.00 FEET;

THENCE S 00 DEGREES 53 MINUTES 12 SECONDS W A DISTANCE OF 300.01 FEET;

THENCE S 89 DEGREES 06 MINUTES 34 SECONDS W A DISTANCE OF 1599.97 FEET;

THENCE S 14 DEGREES 12 MINUTES 38 SECONDS W A DISTANCE OF 887.45 FEET;

FOR THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREBY;

THENCE CONTINUE S 14 DEGREES 12 MINUTES 38 SECONDS W, A DISTANCE OF 102.63 FEET;

THENCE S 86 DEGREES 45 MINUTES 14 SECONDS W A DISTANCE OF 350.00 FEET;

THENCE S 00 DEGREES 24 MINUTES 09 SECONDS W A DISTANCE OF 236.98 FEET;

THENCE N 89 DEGREES 57 MINUTES 36 SECONDS W A DISTANCE OF 649.40 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25;

THENCE N 06 DEGREES 43 MINUTES 00 SECONDS E, ALONG SAID RIGHT OF WAY LINE, 696.96 FEET;

THENCE S 89 DEGREES 57 MINUTES 36 SECONDS E A DISTANCE OF 251.71 FEET;

THENCE S 06 DEGREES 43 MINUTES 00 SECONDS W A DISTANCE OF 337.98 FEET;

THENCE S 89 DEGREES 57 MINUTES 36 SECONDS E A DISTANCE OF 732.00 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A TRACT OF LAND BEING A PORTION OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO BEING A PORTION OF PARCEL A AND PARCEL B AS DESCRIBED BY DOCUMENT ([RECEPTION NO. 99035205](#), EL PASO COUNTY, COLORADO RECORDS), SITUATE IN COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO A PORTION OF THE WESTERLY LINE OF SAID PARCEL A, MONUMENTED AS SHOWN AND ASSUMED TO BEAR NORTH 01 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1833.20 FEET)

(THE FOLLOWING SIX (6) COURSES ARE ALONG THE LINES OF SAID PARCEL A AND PARCEL B);

- 1) NORTH 01 DEGREES 04 MINUTES 39 SECONDS EAST, 1833.20 FEET;**
- 2) NORTH 00 DEGREES 50 MINUTES 54 SECONDS EAST, 370.05 FEET;**
- 3) NORTH 00 DEGREES 47 MINUTES 39 SECONDS EAST, 443.01 FEET;**
- 4) NORTH 89 DEGREES 06 MINUTES 35 SECONDS WEST, 395.12 FEET;**
- 5) NORTH 07 DEGREES 27 MINUTES 26 SECONDS EAST, 1273.57 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B;**
- 6) SOUTH 89 DEGREES 15 MINUTES 42 SECONDS EAST, 437.24 FEET TO THE NORTHWEST CORNER OF MISTY ACRES SUBDIVISION FILING NO. 1 ([RECEPTION NO. 205190028](#), SAID EL PASO COUNTY RECORDS)**

(THE FOLLOWING FOURTEEN (14) COURSES ARE ALONG THE WESTERLY LINES OF SAID FILING);

- 1) SOUTH 00 DEGREES 48 MINUTES 57 SECONDS WEST, 54.29 FEET;**
- 2) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 23 MINUTES 27 SECONDS, A RADIUS OF 601.00 FEET, AN ARC LENGTH OF 171.93 FEET;**
- 3) SOUTH 15 DEGREES 34 MINUTES 30 SECONDS EAST, 647.10 FEET;**
- 4) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 521.00 FEET, AN ARC LENGTH OF 264.52 FEET;**
- 5) SOUTH 13 DEGREES 30 MINUTES 52 SECONDS WEST, 382.56 FEET;**
- 6) AN A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 13 MINUTES 34 SECONDS, A RADIUS OF 650.71 FEET, AN ARC LENGTH OF 331.92 FEET TO A POINT OF REVERSE CURVE;**
- 7) AN SAID REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 42 MINUTES 48 SECONDS, A RADIUS OF 548.00 FEET, AN ARC LENGTH OF 398.96 FEET;**
- 8) SOUTH 01 DEGREES 01 MINUTES 38 SECONDS WEST, 172.86 FEET;**
- 9) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 14 MINUTES 35 SECONDS, A RADIUS OF 740.00 FEET, AN ARC LENGTH OF 326.03 FEET;**
- 10) SOUTH 24 DEGREES 12 MINUTES 57 SECONDS EAST, 474.89 FEET;**

11) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 63 DEGREES 38 MINUTES 53 SECONDS, A RADIUS OF 521.00 FEET, AN ARC LENGTH OF 578.76 FEET;

12) SOUTH 39 DEGREES 25 MINUTES 56 SECONDS WEST, 87.74 FEET;

13) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 26 MINUTES 58 SECONDS, A RADIUS OF 601.00 FEET, AN ARC LENGTH OF 183.08 FEET;

14) SOUTH 21 DEGREES 58 MINUTES 58 SECONDS WEST, 91.58 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG SAID PARCEL A'S SOUTHERLY LINE, 64.39 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PART DESCRIBED IN PLAT OF MISTY ACRES SUBDIVISION FILING NO. 1 AND MISTY ACRES SUBDIVISION FILING NO. 2.

PARCEL E:

LOT 27, MISTY ACRES SUBDIVISION FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable"
9. RESERVATIONS OF (1) RIGHT OF PROPRIETOR OF ANY PENETRATING VEIN OR LODGE TO EXTRACT HIS ORE; AND (2) RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, IN U.S. PATENT RECORDED MARCH 1, 1882 AT [RECEPTION NO. IN BOOK 45 AT PAGE 102.](#)
10. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC REASON OF THE

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RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887 IN ROAD [BOOK A AT PAGE 78](#), WHICH PROVIDED THAT ALL SECTION LINES, TOWNSHIP LINES, AND RANGE LINES ON THE PUBLIC DOMAIN EAST OF THE RANGE LINE DIVIDING RANGE LINES 65 WEST AND 66 WEST DECLARED TO BE PUBLIC HIGHWAYS OF THE WIDTH OF 60 FEET, BEING 30 FEET ON EACH SIDE OF SAID SECTION LINES, TOWNSHIP LINES, OR RANGE LINES.

11. RIGHT OF WAY FOR UNDERGROUND CABLE DESCRIBED IN INSTRUMENT RECORDED IN [BOOK 1312 AT PAGE 262](#)
12. ANY TAX, ASSESSMENT, FEE, CHARGE OR INCREASE IN MILL LEVY RESULTING FROM THE INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKE FIRE PROTECTION DISTRICT AS DISCLOSED BY ORDER AND DECREE CREATING DISTRICT RECORDED JULY 18, 1977 IN [BOOK 2941 AT PAGE 577](#).
13. TERMS, CONDITIONS, OBLIGATIONS AND RESERVATIONS AS CONTAINED IN DEED RECORDED AUGUST 20, 1984 IN [BOOK 3907 AT PAGE 1282](#).
14. ANY TAX, ASSESSMENT, FEE, CHARGE OR INCREASE IN MILL LEVY RESULTING FROM THE INCLUSION OF THE SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT 1 AS DISCLOSED BY ORDER FOR INCLUSION RECORDED DECEMBER 8 11998 AT [RECEPTION NO. 98189742](#).
15. ANY TAX, ASSESSMENT, FEE, CHARGE OR INCREASE IN MILL LEVY RESULTING FROM THE INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKE PARK AND RECREATION DISTRICT AS RESOLUTION NO. 00-72 RECORDED MARCH 20, 2000 AT [RECEPTION NO. 98175216](#)
16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 92-314, LAND USE-55 RECORDED DECEMBER 10, 1992 AT [RECEPTION NO. IN BOOK 6089 PAGE 688](#).
17. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 93-94, LAND USE-16 RECORDED MAY 1010, 1993 AT [RECEPTION NO. IN BOOK 6170 PAGE 266](#).
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN INCLUSION AGREEMENT RECORDED NOVEMBER 30, 1998 IN BOOK 98175216.
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DEED

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TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 BY DEED RECORDED NOVEMBER 30, 1998 AT [RECEPTION NO. 98175217](#).

20. AN EASEMENT 20 FEET WIDE TO INSTALL, MAINTAIN, REPLACE AND OPERATE AND UNDERGROUND LINE OR LINES FROM THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY TO THE CRYSTAL CREEK LIFT STATION, GRANTED TO MOUNTAIN VIEW ELECTION ASSOCIATION INC., IN INSTRUMENT RECORDED JANUARY 27, 2000 AT [RECEPTION NO. 200009083](#).
21. NOTICE OF ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO REZONING OF THE SUBJECT PROPERTY HEREIN DESCRIBED, FROM A C-1 (COMMERCIALS) TO A R (RESIDENTIAL) ZONE DISTRICT AS DISCLOSED BY RESOLUTION NO. 00-285 RECORDED FEBRUARY 26, 2001 AT [RECEPTION NO. 201022552](#).
22. NOTICE OF ACTION OF THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO APPROVING A PRELIMINARY PLAN FOR MGP SUBDIVISION, AS DISCLOSED BY RESOLUTION NO. 06-459, RECORDED MARCH 12, 2007 AT [RECEPTION NO. 207034102](#). RESOLUTION NO. 10-478 RECORDED FEBRUARY 9, 2011 AT [RECEPTION NO. 211014446](#).
23. NOTES AND EASEMENT AS SHOW ON THE SUBDIVISION EXEMPTION BOUNDARY LINE ADJUSTMENT BETWEEN UNPLATTED PARCEL RECORDED OCTOBER 28, 2010 AT [RECEPTION NO. 210108605](#)
24. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN EASEMENT AGREEMENT (PIPELINES) RECORDED NOVEMBER 29, 2010 AT [RECEPTION NO. 210120919](#).
25. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 29, 2010 AT [RECEPTION NO. 210120920](#).
26. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 13-491 RECORDED DECEMBER 12, 2013 AT [RECEPTION NO. 213147360](#).
27. MEMORANDUM OF AGREEMENT RECORDED RECORDED DECEMBER 12, 2013 AT [RECEPTION NO. 213147361](#).
28. TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH IT TERMS AND CONDITIONS AS SET FORTH IN SAID DEED RECORDED JANUARY 9, 2014 AT [RECEPTION NO. 214002146](#).

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29. NON-EXCLUSIVE PERMANENT EASEMENT WITH IT TERMS AND CONDITIONS AS SET FORTH IN SAID DEED RECORDED JANUARY 9, 2014 AT [RECEPTION NO. 214002147](#).
30. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 14-438 RECORDED NOVEMBER 11, 2014 AT [RECEPTION NO. 214109187](#).
31. PIPELINE AND ACCESS EASEMENT GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 AS CONTAINED IN EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998 AT [RECEPTION NO. 98175219](#).
32. ANY TAX, ASSESSMENT, FEE, CHARGE OR INCREASE IN MILL LEVEY RESULTING FROM THE INCLUSION OF THE SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 AS DISCLOSED BY ORDER FOR INCLUSION RECORDED DECEMBER 8, 1998 AT [RECEPTION NO. 98180742](#).
33. ANY TAX, ASSESSMENT, FEE, CHARGE OR INCREASE IN MILL LEVEY RESULTING FROM THE INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKE PARK AND RECREATION DISTRICT AS DISCLOSED BY RESOLUTION NO. 00-72 RECORDED MARCH 20, 2000 AT [RECEPTION NO. 200028818](#).
34. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 00-284 RECORDED FEBRUARY 26, 2001 AT [RECEPTION NO. 201022551](#).
35. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO.00-283 RECORDED FEBRUARY 27, 2001 AT [RECEPTION NO. 201022985](#).
36. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS TO PERMANENT WATER LINE EASEMENT RECORDED NOVEMBER 29, 2010 AT [RECEPTION NO. 210120918](#).
37. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS TO EASEMENT AGREEMENT RECORDED MARCH 29, 2023 AT [RECEPTION NO. 223025559](#).

NOTE: THE ABOVE EXCEPTIONS 9 THROUGH 37 APPLY TO PARCEL A.

38. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE FOUNTAIN VALLEY SOIL CONSERVATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 11, 1954, IN [BOOK 1434 AT PAGE 205](#).

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39. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 18, 1964, IN [BOOK 2049 AT PAGE 726](#).
40. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRIC AND TELEPHONE UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 06, 1969, IN [BOOK 2276 AT PAGE 73](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN MARGARET ANN PLOWMAN AND THE WOODMOOR CORPORATION, A COLORADO CORPORATION RECORDED SEPTEMBER 16, 1970 IN [BOOK 2364 AT PAGE 993](#).
42. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN [BOOK 2941 AT PAGE 577](#).
43. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 13, 1983, IN [BOOK 3722 AT PAGE 41](#).

NOTE: PARTIAL RELEASE OF RIGHT OF WAY AS TO PORTIONS OF MISTY ACRES SUBDIVISION FILING NO. 1 RECORDED OCTOBER 3, 2007 UNDER [RECEPTION NO. 207129099](#).

44. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRIC AND TELEPHONE UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 19, 1987, IN [BOOK 5333 AT PAGE 1028](#).
45. AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS GRANTED TO M.G.P., INC., A COLORADO CORPORATION BY THE DEED RECORDED DECEMBER 5, 1989 IN [BOOK 5691 AT PAGE 1415](#) AND RE-RECORDED NOVEMBER 8, 1991 IN [BOOK 5901 AT PAGE 177](#) AND RE-RECORDED JANUARY 14, 1992 IN [BOOK 5924 AT PAGE 316](#).
46. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HEIGHTS FILING ONE RECORDED NOVEMBER 19, 1992 UNDER [RECEPTION NO. 2225904](#).
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #92-314, LAND USE-55 RECORDED DECEMBER 10, 1992 IN [BOOK 6089 AT PAGE 688](#).

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48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY AGREEMENT RECORDED FEBRUARY 16, 1994 IN [BOOK 6382 AT PAGE 474](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #94-188, LAND USE-67 RECORDED JULY 07, 1994 IN [BOOK 6482 AT PAGE 1277](#).
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #94-294, LAND USE-122 RECORDED OCTOBER 21, 1994 IN [BOOK 6548 AT PAGE 759](#).
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENT BETWEEN WOODMOOR WATER & SANITATION DISTRICT NO. 1 AND MONUMENT BUSINESS PARK, INC. RECORDED NOVEMBER 18, 1997 UNDER [RECEPTION NO. 97135434](#).
52. WATER AND WATER RIGHTS CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 BY THE DEED RECORDED NOVEMBER 18, 1997 UNDER [RECEPTION NO. 97135435](#).
53. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 04, 1997, UNDER [RECEPTION NO. 97142755](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENT BY AND BETWEEN WOODMOOR WATER & SANITATION DISTRICT NO. 1 AND JON A. REYNOLDS AND EMILEE M. REYNOLD RECORDED FEBRUARY 23, 1999 UNDER [RECEPTION NO. 099027885](#).
55. WATER AND WATER RIGHTS CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 BY THE DEED RECORDED FEBRUARY 23, 1999 UNDER [RECEPTION NO. 099027886](#).
56. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 05, 1999, UNDER [RECEPTION NO. 099035205](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCESS WATER USAGE AND SERVICE AGREEMENT RECORDED JULY 16, 1999 UNDER [RECEPTION NO. 099114172](#).

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58. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 20, 1999 UNDER [RECEPTION NO. 099133706](#).
59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #99-356 RECORDED NOVEMBER 02, 1999 UNDER [RECEPTION NO. 099168724](#)
60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #99-355 RECORDED NOVEMBER 02, 1999 UNDER [RECEPTION NO. 099168725](#).
61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #00-72 RECORDED MARCH 20, 2000 UNDER [RECEPTION NO. 200028818](#).
62. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 25, AS GRANTED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN INSTRUMENT RECORDED JUNE 12, 2000 UNDER [RECEPTION NO. 200067466](#).
63. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 13, 2000 UNDER [RECEPTION NO. 200081618](#).
64. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 13, 2000 UNDER [RECEPTION NO. 200081620](#).
65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #00-527 RECORDED MARCH 09, 2001 UNDER [RECEPTION NO. 201029122](#).
66. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 23, 2001, UNDER [RECEPTION NO. 201034896](#).
67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #01-246 RECORDED AUGUST 16, 2001 UNDER RECEPTION NO.

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68. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MISTY ACRES RANCH DEVELOPMENT PLAN RECORDED NOVEMBER 19, 2001 UNDER [RECEPTION NO. 201169619](#).
69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #01-401 RECORDED DECEMBER 04, 2001 UNDER [RECEPTION NO. 201177573](#).
70. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2002, UNDER [RECEPTION NO. 202118043](#).
71. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2002, UNDER [RECEPTION NO. 202118048](#).
72. WATER AND WATER RIGHTS AS CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 BY DEED RECORDED OCTOBER 23, 2002 UNDER [RECEPTION NO. 202183190](#).
73. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENT BY AND BETWEEN WOODMOOR WATER & SANITATION DISTRICT NO. 1 AND ROMDOW, INC. RECORDED OCTOBER 23, 2002 UNDER [RECEPTION NO. 202183191](#).
74. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER & SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 05, 2002, UNDER [RECEPTION NO. 202193878](#).
75. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 31, 2005 UNDER [RECEPTION NO. 205136014](#).
76. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #05-380 RECORDED SEPTEMBER 09, 2005 UNDER [RECEPTION NO. 205141448](#).
77. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE MISTY ACRES METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 14, 2005, UNDER [RECEPTION NO. 205182073](#).
78. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH

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AND GRANTED IN PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT RECORDED NOVEMBER 29, 2005 UNDER [RECEPTION NO. 205190025](#).

79. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MISTY ACRES RECORDED NOVEMBER 29, 2005, UNDER [RECEPTION NO. 205190026](#).
80. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED NOVEMBER 29, 2005 UNDER [RECEPTION NO. 205190027](#).
81. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MISTY ACRES SUBDIVISION FILING NO. 1 RECORDED NOVEMBER 29, 2005 UNDER [RECEPTION NO. 205190028](#).
82. BY-LAWS OF MISTY ACRES OWNERS ASSOCIATION INC. RECORDED NOVEMBER 29, 2005 UNDER [RECEPTION NO. 205190029](#).
83. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MISTY ACRES RANCH MINOR AMENDMENT DEVELOPMENT PLAN RECORDED MARCH 21, 2006 UNDER [RECEPTION NO. 206040624](#).
84. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2006, UNDER [RECEPTION NO. 206105680](#).
85. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 25, 2007, UNDER [RECEPTION NO. 207011646](#).
86. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 24, 2007, UNDER [RECEPTION NO. 207098022](#).
87. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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.

AND GRANTED IN EASEMENT AGREEMENT RECORDED FEBRUARY 06, 2008 UNDER [RECEPTION NO. 208014463](#) AND [RECEPTION NO. 208014465](#).

88. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #03-73 RECORDED JANUARY 26, 2009 UNDER [RECEPTION NO. 209007046](#).
89. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION #04-133 RECORDED JANUARY 26, 2009 UNDER [RECEPTION NO. 209007047](#).
90. THE EFFECT OF RESOLUTION NO. 09-430 REGARDING SUBDIVISION BOND, RECORDED NOVEMBER 25, 2009, UNDER [RECEPTION NO. 209136391](#).
91. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERMANENT EASEMENT RECORDED MARCH 27, 2019 AT [RECEPTION NO. 219031140](#).

NOTE: THE ABOVE EXCEPTIONS 38 THROUGH 91 APPLY TO PARCELS B, C, D AND E.

92. DEED OF TRUST FROM MONUMENT RIDGE WEST, LLC AND MONUMENT RIDGE EAST, LLC TO THE PUBLIC TRUSTEE OF THE COUNTY OF EL PASO, STATE OF COLORADO, FOR THE USE OF 5STAR BANK TO SECURE \$2,500,000.00, DATED AUGUST 11, 2022 AND RECORDED AUGUST 1, 2022 AT [RECEPTION NO. 222106820](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Core Title Group LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Anti-Fraud Statement

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.

This anti-fraud statement is affixed to and made a part of this policy.