

Rocky Mountain Title SOCO
Customer Distribution Sheet - RMTS-0327

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

721 Western Drive, Colorado Springs, CO 80915

Escrow Officer

Angela Parlet
 Angela@rmtsoco.com
 Tel. 719.434.1242 Ext. 3
 Fax 719.960.3550
 6140 Tutt Blvd Suite 160
 Colorado Springs, CO 80923

Escrow Assistant

Danielle Flynn
 Danielle@rmtsoco.com
 Tel. 719.434.1242
 Fax 719.960.3550
 6140 Tutt Blvd Suite 160
 Colorado Springs, CO 80923

<p>Seller:</p> <p>Delivery Method: Emailed</p>	<p>Buyer: J Elliott Homes Inc</p> <p>Delivery Method: Emailed</p>
<p>Lender:</p> <p>Delivery Method: Emailed</p>	<p>Mortgage Broker:</p> <p>Delivery Method: Emailed</p>
<p>Seller's Realtor:</p> <p>Delivery Method: Emailed</p>	<p>Buyer Realtor:</p> <p>Delivery Method: Emailed</p>
<p>Additional Agents: J Elliott Homes, Inc. Jordon Guinane 719-499-8214 j.elliottconstruct@gmail.com; j.elliottoffice@gmail.com</p> <p>Delivery Method: Emailed</p>	

Premium Report – GFNo RMTS-0327

Rocky Mountain Title SOCO, LLC

6140 Tutt Blvd. Suite 160

Colorado Springs, CO 80923

Phone: 719.434.1242

Fax: 719.960.3550

Current as of September 7, 2023

Open Date: 9/1/23

Close Date: 12/29/23

Properties: 721 Western Drive
Colorado Springs, CO 80915

Policy or Policies to be issued:

A. ALTA- Owner Policy	TBD
B. ALTA- Loan Policy Bundled (see note)	TBD
Full Policy (for TRID Disclosure only)	TBD
OEC- Deletion of Exception 1-4	N/A
Loan Policy Bundled	TBD
Tax Certificate	\$25.00
Owner's Policy	TBD

Bundled Lender Premium Rate: Includes the following endorsements

- (a) Deletion of Standard Exceptions 1-4 (where no mechanic's lien risk present)
- (b) Deletion of Standard Exceptions 1-3 (where mechanic's lien risk present) / Form 110.1
- (c) Endorsement Form ALTA 9 or 9.3 / Form 100 Restrictions
- (d) Endorsement Form ALTA 8.1 Environmental Protection Lien
- (e) Endorsement Form ALTA 4.1 / Form 115.1 Condo or ALTA 5.1 / 115.2 or Planned Unit Development (f) Form ALTA 22 / Form 116 Location
- (g) Endorsement Form 100.29 or Form 100.30 Mineral Rights

AND Any one of the following optional endorsements:

- 1. Endorsement Form ALTA 6 / Form 110.7 Variable
- 2. Endorsement Form 110.9 Variable
- 3. Endorsement Form ALTA 6.2 / Form 110.8 Negative Amortizations.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

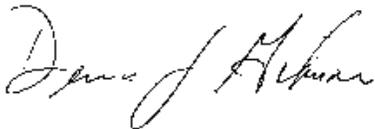
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment [Conditions](#), **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

Rocky Mountain Title SOCO, LLC
6140 Tutt Blvd. Suite 160
Colorado Springs, CO 80923
Phone: 719.434.1242
Fax: 719.960.3550

Understanding Your Title Commitment

Schedule A

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

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

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: There 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.

The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

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:

There 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.

Section 2:

There 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 coverage for some. 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.

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, 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;
- (f) Schedule B, Part II-Exceptions.

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>.



First American Title™

ALTA Commitment for Title

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Rocky Mountain Title SOCO, LLC**

Issuing Office's ALTA © Registry ID:

Commitment No.: **1**

Property Address: **721 Western Drive Colorado Springs, CO 80915**

Issuing Office:

Loan ID No.:

Issuing Office File No.: **RMTS-0327**

SCHEDULE A

1. Commitment Date: **August 24, 2023, at 7:45 am**
2. Policy or Policies to be Issued:
 - (a) ALTA® Owner's Policy (6-17-06)
 - Proposed Insured: TBD
 - Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **J. ELLIOTT HOMES, INC., A COLORADO CORPORATION**
5. The Land is described as follows:
 - See Exhibit A

FIRST AMERICAN TITLE INSURANCE COMPANY

Angela Parbit

By: _____
Authorized Signatory

Exhibit A

LOT 1, [CIMARRON SOUTHEAST FILING NO. 2C](#),
COUNTY OF EL PASO, STATE OF COLORADO.

 First American Title™	ALTA Commitment for Title
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BI & BII	

SCHEDULE B, PART I

Requirements

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
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. **WARRANTY DEED FROM J. ELLIOTT HOMES, INC., A COLORADO CORPORATION, TO (TO BE DETERMINED) SUFFICIENT TO CONVEY THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED.**

PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEED OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATIONS, PLEASE CONTACT THE COMPANY IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

9. **WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN THE STATEMENT OF AUTHORITY FOR J. ELLIOTT HOMES, INC., A COLORADO CORPORATION RECORDED FEBURAY 17, 2022 AT RECEPTION NO. [222024153](#) IS CURRENT.**

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

 First American Title™	ALTA Commitment for Title
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
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 land survey and 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 in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. **ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.**
10. **RIGHTS AND RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED AUGUST 02, 1875 IN BOOK K AT PAGE 551.**
11. **RIGHT OF WAY AS GRANTED TO COLORADO TELEPHONE CO. IN INSTRUMENT RECORDED MARCH 03, 1905, IN [BOOK 358 AT PAGE 565](#) AND AS CONVEYED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED AUGUST 5, 1911 IN [BOOK 482 AT PAGE 190](#),**

NOTE: QUITCALIM DEED IN CONNECTION WITH SAID RIGHT OF WAY RECORDED MAY 18, 1966 IN [BOOK 2132 AT PAGE 73](#).

12. **TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED AUGUST 14, 1958 IN [BOOK 1695 AT PAGE 525](#).**

NOTE: QUITCLAIM DEED IN CONNECTION WITH SAID RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 07, 1968 IN [BOOK 2257 AT PAGE 455](#).

13. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CIMARRON SANITATION DISTRICT, N/K/A CHEROKEE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 30, 1964, IN [BOOK 2009 AT PAGE 177](#) AND INSTRUMENT RECORDED MAY 27, 1992 IN [BOOK 5983 AT PAGE 83](#). NOTICE AND RATIFICATION OF CONVEYANCE OF TITLE RECORDED JUNE 18, 2013, UNDER RECEPTION NO. [213079083](#).**
14. **TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AND EASEMENT RECORDED SEPTEMBER 16, 1969 IN [BOOK 2310 AT PAGE 48](#).**
15. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CIMARRON HILLS FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 1972, UNDER RECEPTION NO. [941974](#).**

16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CIMARRON SOUTHEAST FILING NO. 2C RECORDED DECEMBER 12, 1978 UNDER RECEPTION NO. [504046](#) IN PLAT BOOK H3 AT PAGE 89.
17. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF THE FINDINGS AND RULING OF REFEREE AND DECREE OF WATER COURT RECORDED DECEMBER 01, 2008, UNDER RECEPTION NO. [208127656](#).

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's 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.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 C.R.S. 38-35-125(2) 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 withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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 an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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
First American Title Insurance Company
And
Rocky Mountain Title SOCO, LLC

First American Title Insurance Company and Rocky Mountain Title SOCO, 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 we both 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 First American Title insurance policy. Generally, this means 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, lender, 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 First American Title Insurance Company nor Rocky Mountain Title SOCO, 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. First American Title Insurance Company or Rocky Mountain Title SOCO, LLC may share nonpublic personal information as permitted by law with entities with whom both have a joint marketing agreement. Entities with whom both have a joint marketing agreement have agreed to protect the privacy of our consumer's nonpublic personal information by utilizing similar precautions and security measures as First American Title Insurance Company and Rocky Mountain Title SOCO, LLC use to protect this information and to use the information for lawful purposes. First American Title Insurance Company and Rocky Mountain Title SOCO, LLC, however, may share information as required by law in response to subpoena, to a government regulatory agency or to prevent fraud.

Information Security

First American Title Insurance Company and Rocky Mountain Title SOCO, 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 this information.

Wiring Instructions

Rocky Mountain Title SOCO, LLC
6140 Tutt Blvd Suite 160
Colorado Springs, CO 80923
719.434.1242
Processing@rmtsoco.com

Name of Bank: 1st Bank

Bank Address: 10403 West Colfax Avenue
Lakewood, CO 80215

ABA (Routing Number): 107005047

Beneficiary: Rocky Mountain Title SOCO, LLC

Account Number: 787-133-0742

Reference Escrow No: RMTS-0327

Failure to reference all of the above information may result in a delay of your funds being applied to your file. If you have any questions, please contact Rocky Mountain Title SOCO at 719-434-1242