

NORTH AMERICAN TITLE COMPANY OF COLORADO
7900 E. Union Ave, Suite 100, Denver, CO 80237
Phone: (303)220-1112
Fax: (303)220-1172

OUR FILE NO.: 36200-17-02055 **REVISION NO.:**
PROPERTY ADDRESS: 6753 Shoup Road, Colorado Springs, CO 80908

DISTRIBUTION: VIA EMAIL TO ALL PARTIES REFERENCED BELOW.

In the event we have not been provided with a valid email address at the time of distribution, an alternative method of distribution may be used.

SELLER

Name: Alecia Munson
Street Address: 6753 Shoup Road
City, State, Zip: Colorado Springs, CO 80908



COMMITMENT FOR TITLE INSURANCE

North American Title Insurance Company, a California 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 Schedules 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 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY

A handwritten signature in black ink, appearing to read 'Emilio Fernandez'.

Emilio Fernandez, **PRESIDENT**

ATTEST

A handwritten signature in black ink, appearing to read 'Jefferson E. Howeth'.

Jefferson E. Howeth, **SECRETARY**



COMMITMENT FOR TITLE INSURANCE CONDITIONS

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 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.
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 Conditions 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 <<http://www.alta.org/>>.*

Issued by:



1855 Gateway Boulevard, Suite 600
Concord, CA 94520

Or call us at:

Western States: 800-869-3434

Eastern States: 800-374-8475

www.natic.com



File No.: 36200-17-02055

Revision No.:

Date: November 3, 2017

Property Address: 6753 Shoup Road, Colorado Springs, CO 80908

Owner: Alecia K. Munson

ESTIMATE OF TITLE PREMIUMS / FEES

Informational Commitment

Research Fee

\$110.00

Please note that these estimated fees do not include any closing related fees.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

7900 E. Union Ave, Suite 100
Denver, CO 80237
Phone (303)220-1112 Fax (303)220-1172

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**SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are requirements to be complied with prior to the issuance of said policy or policies:

- A. Payment to or for the account of the grantors or mortgagors of full consideration for the estate or interest to be insured.**
- B. Proper instrument(s) creating the estate or interest to be insured must be executed and unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.**

NOTE: This Commitment is provided for information purposes only. The liability of the Company shall not exceed the amount paid for said information.

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SCHEDULE B - SECTION 2 EXCEPTIONS

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 that are not shown by the Public Record 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, conflict in boundary lines, 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 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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Terms, conditions, provisions, agreements and obligations specified under the Resolution recorded July 21, 1966 in [Book 2141 at Page 573](#).
9. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Forest Center recorded February 22, 1971 in Plat [Book R2 at Page 30](#).
10. Terms, conditions, provisions, agreements and obligations specified under the Resolution recorded April 19, 1971 in [Book 2403 at Page 42](#).
11. Terms, conditions, provisions, agreements and obligations specified under the Colorado Interstate Gas Company recorded November 19, 1971 in [Book 2450 at Page 586](#).
12. Terms, conditions, provisions, agreements and obligations specified under the Easement recorded November 20, 2002 at [Reception No. 202205432](#).
13. Terms, conditions, provisions, agreements and obligations specified under the Family Right of First Refusal recorded November 20, 2002 at [Reception No. 202205434](#).

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14. Certificate of Noncompliance recorded October 22, 2003 at [Reception No. 203248379](#).
15. Terms, conditions, provisions, agreements and obligations specified under the Business Lease recorded March 29, 2004 at [Reception No. 204049090](#).
16. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. 04-551 recorded February 10, 2005 at [Reception No. 205020346](#).
17. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. 04-550 recorded March 9, 2005 at [Reception No. 205033556](#).
18. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement recorded February 6, 2006 at [Reception No. 206018632](#).
19. Terms, conditions, provisions, agreements and obligations specified under the Master Collocation Sublease Agreement recorded September 8, 2008 at [Reception No. 208099328](#).
20. Terms, conditions, provisions, agreements and obligations specified under the Assignment and Assumption or Ground Lease recorded October 6, 2008 at [Reception No. 208109343](#).
21. Terms, conditions, provisions, agreements and obligations specified under the Grant of Easement recorded November 1, 2010 at [Reception No. 210109723](#).
22. Terms, conditions, provisions, agreements and obligations specified under the Assignment and Assumption of Ground Lease recorded November 1, 2010 at [Reception No. 210109724](#).
23. Terms, conditions, provisions, agreements and obligations specified under the Non-Disturbance and Attainment Agreement recorded November 1, 2010 at [Reception No. 210109725](#).
24. Terms, conditions, provisions, agreements and obligations specified under the Business Lease recorded January 18, 2011 at [Reception No. 211005971](#).
25. Mobile Home Application recorded August 17, 2012 at [Reception No. 212095706](#) and April 1, 2014 at [Reception No. 214026477](#) and [Reception No. 214026478](#).
26. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Assignment recorded July 16, 2013 at [Reception No. 213091518](#).
27. Terms, conditions, provisions, agreements and obligations specified under the Master Collocation Sublease Agreement recorded April 27, 2016 at [Reception No. 216044541](#).
28. Deed of Trust from James J. Munson and Alecia K. Munson to the Public Trustee of El Paso County, for the benefit of Dorothe J. Ingram, securing an original principal indebtedness of \$850,000.00, and any other amounts and/or obligations, dated November 19, 2002 and recorded November 20, 2002 at [Reception No. 202205433](#).

NOTE: Subordination Agreement recorded February 27, 2003 at [Reception No. 203042319](#) and recorded June 6, 2003 at [Reception No. 203125521](#).

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29. Deed of Trust from James J. Munson and Alecia K. Munson to the Public Trustee of El Paso County, for the benefit of First National Bank of Colorado Springs, securing an original principal indebtedness of \$80,000.00, and any other amounts and/or obligations, dated February 20, 2003 and recorded February 27, 2003 at [Reception No. 203042318](#).

NOTE: Modification recorded June 6, 2003 at [Reception No. 203125520](#). Assignment recorded February 7, 2013 at [Reception No. 213017494](#).

30. Transcript of Judgment recorded February 6, 2013 at [Reception No. 213016363](#).
31. Deed of Trust from SBA 2012 TC Assets, LLC, a Delaware limited liability company f/k/a TowerCo Assets LLC to the Public Trustee of El Paso County, for the benefit of Deutsche Bank Trust Company Americas, securing an original principal indebtedness of \$3,680,000,000.00, and any other amounts and/or obligations, dated April 18, 2013 and recorded July 16, 2013 at [Reception No. 213091519](#). (LEASE PROPERTY)

NOTE: Amendment recorded December 29, 2014 at [Reception No. 214119283](#) and recorded December 21, 2015 at [Reception No. 215136502](#) and recorded August 19, 2016 at [Reception No. 216093786](#) and recorded June 6, 2017 at [Reception No. 217065138](#).

32. Any existing leases or tenancies, and any parties claiming an interest by, through or under said leases or tenancies.

DISCLOSURE STATEMENT

1. 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.
2. 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).
3. Colorado Division of Insurance Regulation 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.
4. 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 real 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.

5. Pursuant to C.R.S. 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.
6. Pursuant to Colorado Division of Insurance Regulation 8-1-1, 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 unfilled 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.

7. 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.
8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or the grantee.
9. Pursuant to C.R.S. 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.
10. Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this Commitment and will be provided to said consumer upon request.

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.

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, LLC FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security number and income• Transaction history and payment history• Purchase history and account balances		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons North American Title Group, LLC Family of Companies (“NATG”) chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does NATG share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes To offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes Information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes Information about your creditworthiness		No	We don’t share
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		No	We don’t share
To limit our sharing	<ul style="list-style-type: none">• Visit the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out OR• Mail the form below <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1 (844) 654-5408		



Mail-in Form	
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. <input type="checkbox"/> Apply my choices only to me.	Mark any/all you want to limit: <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.
	Name
	Address
	City, State, Zip
	Account #

Mail To:
North American Title Group, LLC Family of Companies
ATTN: General Counsel
760 Northwest 107th Avenue, Suite 400
Miami, FL 33172

Who we are	
Who is providing this notice?	North American Title Group, LLC Family of Companies (identified below), which offers title insurance and settlement services and property and casualty insurance
What we do	
How does NATG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does NATG collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with a Lennar name; financial companies such as Eagle Home Mortgage, Eagle Home Mortgage of California, Northwest Mortgage Alliance, and Rialto Capital Management; and nonfinancial companies, such as Lennar Corporation, Lennar Multifamily Companies, Lennar Commercial, Lennar Homes USA, Lennar Family of Builders, Lennar Sales Corp., Sunstreet Energy Group, Five Point Communities, WCI Communities, LLC, Watermark Realty Referral, Inc., and WCI Realty, Inc.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • NATG doesn't jointly market.

The North American Title Group, LLC Family of Companies consists of the following entities:

North American Title Company
 North American Title Company, Inc.
 North American Title Company of Colorado
 North American Title Insurance Company
 North American Services, LLC
 North American Title Agency, Inc.

North American Abstract Agency
 NASSA, LLC
 North American Title, LLC
 North American Advantage Insurance Services, LLC
 North American National Title Solutions, LLC
 North American Title Agency, LLC