

**SCHEDULE A**

**Title Report No.:** 598-HS0835131-412

1. **Effective Date:** August 3, 2024 at 08:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:  
    Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:  
    [Mark E. McDonald and Amanda M. Enloe](#)
4. The land referred to in this Title Report is described as follows:  
    SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
    (for informational purposes only) 5775 Mountain Shadow Vw, Colorado Springs, CO 80908-1421

**EXHIBIT "A"**  
Legal Description

PARCEL A:

A TRACT OF LAND SITUATED IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND CONSIDERING THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 TO BEAR NORTH 00 DEGREES 20 MINUTES 57 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00 DEGREES 20 MINUTES 57 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 2270.37 FEET; THENCE SOUTH 57 DEGREES 35 MINUTES 44 SECONDS

EAST A DISTANCE OF 1253.60 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 57 SECONDS EAST A DISTANCE OF 636.60 FEET; THENCE SOUTH 45 DEGREES 48 MINUTES 39 SECONDS WEST TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24 A DISTANCE OF 1378.50 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 04 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE CENTERLINE OF A 60.00 FOOT EASEMENT SITUATED IN THE SOUTHWEST 1/4 SECTION 19, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 SECTION 24, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19 AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19 TO BEAR NORTH 89 DEGREES 00 MINUTES 54 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 89 DEGREES 00 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE TO THE WEST RIGHT OF WAY LINE OF THOMPSON ROAD A DISTANCE OF 1486.85 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1327.57 FEET; THENCE NORTH 06 DEGREES 40 MINUTES 58 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 55.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 573.98 FEET; THENCE NORTH 70 DEGREES 38 MINUTES 32 SECONDS WEST A DISTANCE OF 377.60 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 28 SECONDS EAST A DISTANCE OF 96.30 FEET; THENCE NORTH 79 DEGREES 33 MINUTES 54 SECONDS WEST A DISTANCE OF 237.02 FEET; THENCE SOUTH 80 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 381.45 FEET; THENCE NORTH 69 DEGREES 25 MINUTES 37 SECONDS WEST TO A POINT OF A 75.00 FOOT RADIUS CUL-DE-SAC A DISTANCE OF 141.05 FEET TO THE POINT OF TERMINUS OF SUBJECT CENTERLINE AND EXCEPTING AND RESERVING TO THE GRANTOR, THEIR HEIRS AND ASSIGNS AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE ABOVE DESCRIBED EASEMENT LYING WITHIN THE ABOVE DESCRIBED PARCEL A,

LESS AND EXCEPT:

A TRACT OF LAND BEING A PORTION OF TRACT 'D' OF THE " LAND SURVEY PLAT, DATED 9/16/97 " AS RECORDED AT RECEPTION 97902338 OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDED, SITUATED IN THE SE 1/4 OF SECTION 24, T11S, R66W, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST SIXTEENTH CORNER ON THE SOUTH LINE OF SAID SECTION 24, THENCE

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N 00°21'55" W ALONG THE E LINE OF THE SW 1/4 OF SAID SE 1/4, A DISTANCE OF 50.00 FEET TO A POINT ON THE W LINE OF SAID TRACT 'D', SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 88°57'22" E A DISTANCE OF 112.91 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE S 45°47'43" W A DISTANCE OF 29.24 FEET TO THE SE CORNER OF SAID TRACT; THENCE S 88°57'22" W ALONG THE S LINE OF SAID TRACT, A DISTANCE OF 91.82 FEET TO THE SW CORNER OF SAID TRACT; THENCE N 00°21'55" W ALONG THE W LINE OF SAID TRACT, A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE "PROJECT" GRID BEARING CONTROL POINT "501", A #4 REBAR W/RED PLASTIC CAP MARKED "CONTROL POINT" TO NGS CONTROL POINT "1 BB", A 3 1/4" USGS BRASS CAP STAMPED LBB 1933 IN A CONCRETE POST, AS BEARING N 88°56'13" E,

COUNTY OF EL PASO, STATE OF COLORADO.

## SCHEDULE B Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.  
  
Dated: October 3, 1887  
Recording Date: October 3, 1887  
Recording No.: Road [Book A, page 78](#)
3. Terms, conditions, provisions, agreements and obligations contained in the Right of Way Agreement recorded September 18, 1961 in [Book 1882 at Page 312](#) and Assignment recorded March 24, 1970 in [book 2336 at Page 636](#).
4. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way recorded November 15, 1972 in [Book 2539 at Page 242](#).
5. Terms, conditions, provisions, agreements and obligations contained in the November 19, 1974 in [Book 2719 at Page 740](#).
6. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document  
  
Recording Date: November 6, 1997  
Recording No: [130646](#)
7. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement Agreement as set forth below:  
  
Recording Date: May 19, 2011  
Recording No: [49376](#)
8. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 10-419 as set forth below:  
  
Recording Date: October 20, 2010  
Recording No: [105120](#)
9. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 10-202 as set forth below:  
  
Recording Date: June 1, 2010  
Recording No: [50781](#)
10. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

**SCHEDULE B**  
**Exceptions**  
(continued)

Recording Date: June 1, 2010  
Recording No: [50782](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: October 23, 1998  
Recording No: [153971](#)

12. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.

13. Terms, conditions, provisions, agreements and obligations contained in the Findings of Fact, Conclusions of Law, Ruling of Referee and Decree as set forth below:

Recording Date: March 9, 2023  
Recording No: [223019283](#)

14. A deed of trust in the amount shown below:

Amount: \$960,000.00  
Trustor/Grantor: Mark E. McDonald and Amanda M. Enloe  
Trustee: Public Trustee of El Paso County  
Beneficiary: Celebrity Home Loans Llc & Mortgage Electronic Registration Systems  
Loan No.: 510021-0487645  
Recording Date: May 12, 2021  
Recording No.: [221093722](#)

**END OF EXCEPTIONS**

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company - Denver Metro Title by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company - Denver Metro Title assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company - Denver Metro Title and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company - Denver Metro Title within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

## EXHIBIT "B"

### LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

## **EXHIBIT "B"**

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

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THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

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## LIMITATIONS OF LIABILITY

(continued)

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