



**Land Title Guarantee Company  
Customer Distribution**



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

Order Number: **SC55083028.1-3**

Date: **01/13/2021**

Property Address: **POWERS BOULEVARD AND BRADLEY ROAD, COLORADO SPRINGS, CO 80925**

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

**For Closing Assistance**

Kristen DeHerrera  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0243 (Work)  
(877) 334-2012 (Work Fax)  
[kdeherrera@ltgc.com](mailto:kdeherrera@ltgc.com)  
Contact License: CO463794  
Company License: CO44565

**Closers Assistant**

Andrea Goller  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0244 (Work)  
[agoller@ltgc.com](mailto:agoller@ltgc.com)  
Contact License: COCO416293  
Company License: CO44565

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

CPR ENTITLEMENTS, LLC  
Attention: P.A. KOSCIELSKI  
31 N. TEJON  
SUITE 514  
COLORADO SPRINGS, CO 80903  
(719) 377-0244 (Work)  
[hli.pak7@gmail.com](mailto:hli.pak7@gmail.com)  
Delivered via: Electronic Mail

EUGENIA M. BLUME & BASIL E. BLUME TRUST  
Attention: GENIE BLUME  
[cygnet711@comcast.net](mailto:cygnet711@comcast.net)  
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Attention: CHARLES COTHERN  
[charlescothern@springseng.com](mailto:charlescothern@springseng.com)  
Delivered via: Electronic Mail

JUDY R. TIMM  
Attention: C/O R.R. STEICHEN  
[steichen.randall@gmail.com](mailto:steichen.randall@gmail.com)  
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Attention: RAY O'SULLIVAN  
[rayosulli@gmail.com](mailto:rayosulli@gmail.com)  
Delivered via: Electronic Mail

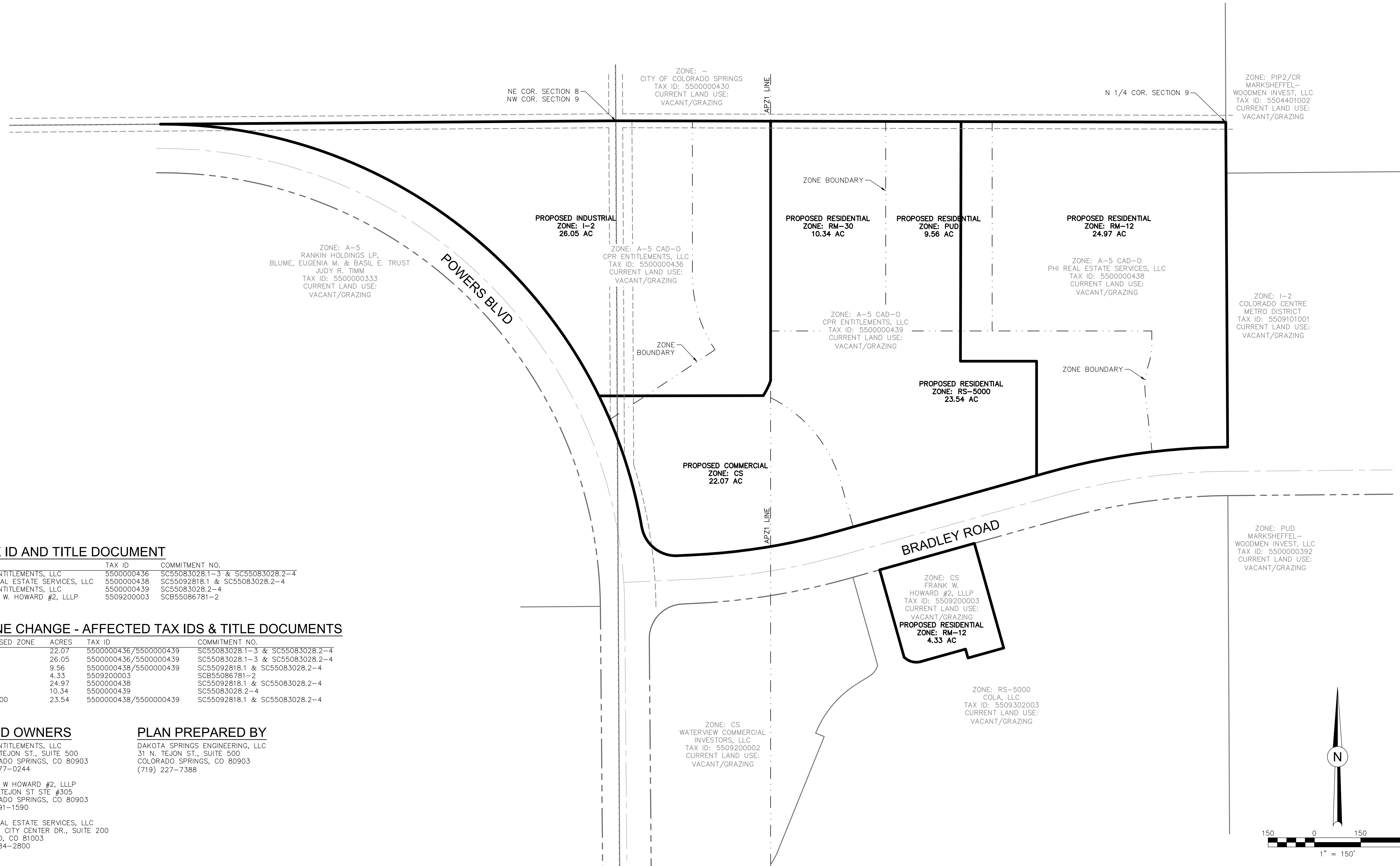
FRANK W HOWARD #2 LP LLLP  
Attention: KEVIN HOWARD  
118 N TEJON ST #305  
COLORADO SPRINGS, CO 80903  
(719) 332-1306 (Work)  
[kevinhowardfwh@yahoo.com](mailto:kevinhowardfwh@yahoo.com)  
Delivered via: Electronic Mail



# WATERVIEW NORTH

## PROPERTY/TITLE COMMITMENT EXHIBIT

LOCATED IN A PORTION OF SECTIONS 8 & 9,  
T15S, R65W OF THE 6TH P.M.,  
EL PASO COUNTY, COLORADO



**TAX ID AND TITLE DOCUMENT**

OWNER	TAX ID	COMMITMENT NO.
CPR ENTITLEMENTS, LLC	5500000436	SC55083028.1-3 & SC55083028.2-4
PHI REAL ESTATE SERVICES, LLC	5500000438	SC55092818.1 & SC55083028.2-4
CPR ENTITLEMENTS, LLC	5500000439	SC55083028.2-4
FRANK W. HOWARD #2, LLLP	5509200003	SCB55086781-2

**ZONE CHANGE - AFFECTED TAX IDS & TITLE DOCUMENTS**

PROPOSED ZONE	ACRES	TAX ID	COMMITMENT NO.
CS	22.07	5500000436/5500000439	SC55083028.1-3 & SC55083028.2-4
I-2	26.05	5500000436/5500000439	SC55083028.1-3 & SC55083028.2-4
PUD	9.56	5500000438/5500000439	SC55092818.1 & SC55083028.2-4
RM-12	4.33	5509200003	SCB55086781-2
RM-12	24.97	5500000438	SC55092818.1 & SC55083028.2-4
RM-30	10.34	5500000439	SC55083028.2-4
RS-5000	23.54	5500000438/5500000439	SC55092818.1 & SC55083028.2-4

**LAND OWNERS**

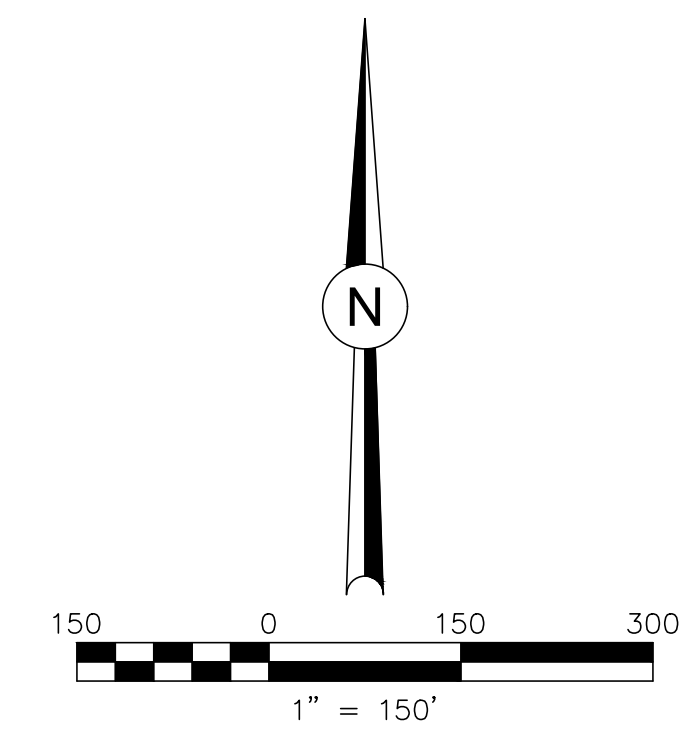
CPR ENTITLEMENTS, LLC  
31 N. TEJON ST., SUITE 500  
COLORADO SPRINGS, CO 80903  
719-377-0244

FRANK W. HOWARD #2, LLLP  
118 N. TEJON ST. STE #305  
COLORADO SPRINGS, CO 80903  
719-491-1590

PHI REAL ESTATE SERVICES, LLC  
200 W. CITY CENTER DR., SUITE 200  
PUEBLO, CO 81003  
719-584-2800

**PLAN PREPARED BY**

DAKOTA SPRINGS ENGINEERING, LLC  
31 N. TEJON ST., SUITE 500  
COLORADO SPRINGS, CO 80903  
(719) 227-7388



Z:\0001-Dakota Springs\02-Waterview Partners\19-05-Waterview North Site\CAD\Plansheets\Exhibits\WN - Prop. & Zone Exhibit.dwg

31 N. TEJON, SUITE 518  
 COLORADO SPRINGS, CO 80903  
 P: (719) 227-7388  
 F: (719) 227-7392

Know what's below.  
 Call 811 before you dig.

DESIGNED BY: JJM DATE: 09.22.21  
 DRAWN BY: JJM DATE: 09.22.21  
 CHECKED BY: DATE:

SCALE: 1" = 150'  
 HORIZ: N/A  
 VERT: N/A  
 STATION: FROM: TO:

WATerview NORTH  
 PROPERTY/TITLE COMMITMENT EXHIBIT

REVISIONS: NO. DESCRIPTION DATE

PROJECT NUMBER: 0219-05  
 SHEET 1 OF 1

RANKIN HOLDINGS, L.P.  
Attention: RICK COOLIDGE  
rcool767@aol.com  
Delivered via: Electronic Mail

JANE B FREDMAN LLC  
Attention: JANE FREDMAN  
13511 NORTHGATE ESTATES DR #250  
COLORADO SPRINGS, CO 80921  
(719) 434-5607 (Work)  
(719) 578-8836 (Work Fax)  
jane@fredmanlawco.com  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55083028.1-3** Date: **01/13/2021**  
Property Address: **POWERS BOULEVARD AND BRADLEY ROAD, COLORADO SPRINGS, CO 80925**  
Parties: **CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	<u>\$968.00</u>
Deletion of Standard Exception(s)	\$100.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$250.00
Tax Certificate TAX ACCT #5500000332 (will be ordered prior to closing)	\$26.00
Tax Certificate TAX ACCT #5500000414 (will be ordered prior to closing)	\$26.00
	<b>Total \$1,370.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 06/19/2009 under reception no. 209068260](#)

[El Paso county recorded 02/11/2009 under reception no. 209013940](#)

[El Paso county recorded 12/16/2008 under reception no. 208132289](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55083028.1-3

**Property Address:**

POWERS BOULEVARD AND BRADLEY ROAD, COLORADO SPRINGS, CO 80925

**1. Effective Date:**

01/05/2021 at 5:00 P.M.

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

"ALTA" Owner's Policy 06-17-06 Reissue Rate \$700,000.00

Proposed Insured:

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate \$700,000.00

Proposed Insured:

Frank W Howard #2 LP, LLLP

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM

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

LEGAL DESCRIPTION (REVISED)

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 9, IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;

THENCE S 89° 51'23" E ON THE NORTH LINE OF THE NW 1/4 IF SAID SECTION 9, A DISTANCE OF 669.36 FEET;

THENCE DEPARTING THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 9, S 00° 00'00" E., A DISTANCE OF 1121.77 FEET TO A NON-TANGENT POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 72.13 FEET, A DELTA ANGLE OF 13° 46'32", WHOSE LONG CHORD BEARS S 26° 15'01" W A DISTANCE OF 71.95 FEET;

THENCE S 89° 53'38" W A DISTANCE OF 710.50 FEET TO A NON-TANGENT POINT OF CURVE, SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD DESCRIBED IN BOOK 5307 AT PAGE 1472 (NOW HIGHWAY 21);

THENCE ON SAID CURVE HAVING A RADIUS OF 2105.00, AN ARC LENGTH OF OF 2349.30 FEET, A DELTA ANGLE OF 63° 56'43", WHOSE LONG CHORD BEARS N58° 12'28" W A DISTANCE OF 2229.26 FEET TO THE NORTH LINE OF THE NE1/4 OF SAID SECTION 8;

THENCE N89° 34'04" E ON THE SAID NORTH LINE, A DISTANCE OF 1967.80 FEET TO THE POINT OF

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55083028.1-3

BEGINNING.

PREPARED BY DSE DAKOTA SPRINGS  
ENGINEERING  
31 N. TEJON SUITE 518  
COLORADO SPRINGS SUITE 518

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55083028.1-3

**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

1. PARTIAL RELEASE OF DEED OF TRUST DATED JULY 26, 1996, FROM CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARM CREDIT BANK OF WICHITA TO SECURE THE SUM OF \$2,418,000.00 RECORDED JULY 30, 1996, UNDER RECEPTION NO. [96095122](#).
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF CPR ENTITLEMENTS, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP RECORDED AUGUST 08, 2018 AT RECEPTION NO. [218091782](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JEAN MARIE RANKIN COOLIDGE AND JEFFREY K. MULLINS AS SENIOR TRUST OFFICER OF WELLS FARGO BANK, N.A. AS THE SUCCESSOR CO-TRUSTEES 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.

5. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR EUGENIA M. BLUME & BASIL E. BLUME TRUST MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55083028.1-3

**All of the following Requirements must be met:**

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR EUGENIA M. BLUME AND BASIL E. BLUME TRUST RECORDED AUGUST 08, 2018 AT RECEPTION NO. [218091783](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES EUGENIA M. BLUME AS THE TRUSTEE 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.

7. (THIS ITEM WAS INTENTIONALLY DELETED)
8. SPECIAL WARRANTY DEED FROM RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM TO CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
9. DEED OF TRUST FROM CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF Frank W Howard #2 LP, LLLP TO SECURE THE SUM OF \$700,000.00.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND EUGENIA M. BLUME & BASIL E. BLUME TRUST AND JUDY R. TIMM.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2019-2020 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: SC55083028.1-3

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 20, 1886 IN BOOK 72 AT PAGE [71](#).
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 28, 1888 IN BOOK 72 AT PAGE [247](#).
11. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#). (W1/2 SEC. 9)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55083028.1-3

12. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#). (AS TO SECTION 9)
13. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#). (AS TO SECTION 9)
14. THE EFFECT OF RESOLUTION NO. 84-185A, LAND USE-105 REGARDING POWER BOULEVARD REALIGNMENT RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#). ( AS TO N1/2 SEC. 9)
15. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#) AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [205161563](#) AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. [213144183](#). (W1/2 SEC. 9)
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#). RESOLUTION NO. 06-308 APPROVING THE TITLE 32 WATERVIEW II METROPOLITAN DISTRICT SERVICE PLAN, -CYGNET LAND, LLC (ID-06-002) IN CONNECTION THEREWITH RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).
18. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RIGHT OF ENTRY AGREEMENT RECORDED SEPTEMBER 11, 2012, UNDER RECEPTION NO. [212105294](#).
19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 14-405 REGARDING WATERVIEW SKETCH PLAN AMENDMENT (SKP-13-001) RECORDED OCTOBER 29, 2014 AT RECEPTION NO. [214099213](#).
20. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55083028.1-3

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AND SERVICE AGREEMENT BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP, THE EUGENIA M. & BASIL E. BLUME TRUST, AND JUDY R. TIMM, AN INDIVIDUAL, (CYGNET LAND) RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Corporation

### 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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, 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 counter-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 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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.


Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880




Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *C Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

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**Land Title Guarantee Company  
Customer Distribution**



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

Order Number: **SC55083028.2-4**

Date: **08/19/2021**

Property Address: **CPR ENTITLEMENTS, LLC PARCEL@ POWERS BOULEVARD AND BRADLEY ROAD,  
COLORADO SPRINGS, CO 80925**

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

---

**For Closing Assistance**

Kristen DeHerrera  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0243 (Work)  
(877) 334-2012 (Work Fax)  
[kdeherrera@ltgc.com](mailto:kdeherrera@ltgc.com)  
Contact License: CO463794  
Company License: CO44565

**Closer's Assistant**

Andrea Goller  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0244 (Work)  
[agoller@ltgc.com](mailto:agoller@ltgc.com)  
Contact License: COCO416293  
Company License: CO44565

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

---

CPR ENTITLEMENTS, LLC  
Attention: P.A. KOSCIELSKI  
31 N. TEJON  
SUITE 514  
COLORADO SPRINGS, CO 80903  
(719) 377-0244 (Work)  
hli.pak7@gmail.com  
mehlhopj@hotmail.com  
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Attention: RAY O'SULLIVAN  
rayosulli@gmail.com  
Delivered via: Electronic Mail

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED  
LIABILITY COMPANY  
Attention: CHARLES COTHERN  
charlescothern@springseng.com  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55083028.2-4**

Date: **08/19/2021**

Property Address: **CPR ENTITLEMENTS, LLC PARCEL@ POWERS BOULEVARD AND BRADLEY ROAD,  
COLORADO SPRINGS, CO 80925**

Parties: **CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"ALTA" Loan Policy 06-17-06	TBD
Tax Certificate TAX ACCT #5500000414 (will be ordered prior to closing)	\$26.00
Tax Certificate TAX ACCT #5500000332 (will be ordered prior to closing)	\$26.00
	<b>Total TBD</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 01/15/2021 under reception no. 221009211](#)

[El Paso county recorded 06/19/2009 under reception no. 209068260](#)

[El Paso county recorded 02/11/2009 under reception no. 209013940](#)

[El Paso county recorded 12/16/2008 under reception no. 208132289](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55083028.2-4

**Property Address:**

CPR ENTITLEMENTS, LLC PARCEL@ POWERS BOULEVARD AND BRADLEY ROAD, COLORADO SPRINGS,  
CO 80925

**1. Effective Date:**

08/14/2021 at 5:00 P.M.

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

"ALTA" Loan Policy 06-17-06

TBD

Proposed Insured:

TBD

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A 5500000436

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 9, IN TOWNSHIP 15 SOUTH, RANGE 65 WEST  
OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;  
THENCE S 89° 51'23" E ON THE NORTH LINE OF THE NW 1/4 IF SAID SECTION 9, A DISTANCE OF 669.36  
FEET;

THENCE DEPARTING THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 9, S 00° 00'00" E., A DISTANCE  
OF 1121.77 FEET TO A NON-TANGENT POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 72.13 FEET, A  
DELTA ANGLE OF 13° 46'32", WHOSE LONG CHORD BEARS S 26° 15'01" W A DISTANCE OF 71.95 FEET;

THENCE S 89° 53'38" W A DISTANCE OF 710.50 FEET TO A NON-TANGENT POINT OF CURVE, SAID  
POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD DESCRIBED IN  
BOOK 5307 AT PAGE 1472 (NOW HIGHWAY 21);

THENCE ON SAID CURVE HAVING A RADIUS OF 2105.00, AN ARC LENGTH OF OF 2349.30 FEET, A  
DELTA ANGLE OF 63° 56'43", WHOSE LONG CHORD BEARS N58° 12'28" W A DISTANCE OF 2229.26 FEET  
TO THE NORTH LINE OF THE NE1/4 OF SAID SECTION 8;

THENCE N89° 34'04" E ON THE SAID NORTH LINE, A DISTANCE OF 1967.80 FEET TO THE POINT OF  
BEGINNING.

PREPARED BY DSE DAKOTA SPRINGS  
ENGINEERING  
31 N. TEJON SUITE 518

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55083028.2-4

COLORADO SPRINGS SUITE 518

PARCEL B: 5500000438 & 5500000439

LEGAL DESCRIPTION (WATERVIEW NORTH REMAINDER PARCEL)

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 8 AND SECTION 9, BOTH IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH PM, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;

THENCE S 00° 19'32" E ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 1404.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING SEVEN (7) COURSES ARE ON SAID RIGHT-OF-WAY LINE AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD DESCRIBED IN SAID BOOK 5307 AT PAGE 1472 (NOW HIGHWAY 21):

1)THENCE S89°30'29"W A DISTANCE OF 4.29 FEET TO A POINT OF CURVE TO THE LEFT;  
2)THENCE ON SAID CURVE, HAVING A RADIUS OF 2969.79 FEET, AN ARC LENGTH OF 785.85 FEET, A DELTA ANGLE OF 15°09'41", WHOSE LONG CHORD BEARS S81° 55'38" W A DISTANCE OF 783.56 FEET;

3)THENCE S74°20'48"W A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;  
4)THENCE ON SAID CURVE, HAVING A RADIUS OF 2759.79 FEET, AN ARC LENGTH OF 625.43 FEET, A DELTA ANGLE OF 12°59'05", WHOSE LONG CHORD BEARS S80°50'19' W A DISTANCE OF 624.10 FEET;

5)THENCE S87°19' 53"W A DISTANCE OF 64.33 FEET TO A POINT OF CURVE TO THE RIGHT;

6)THENCE ON SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 216.56 FEET, A DELTA ANGLE OF 82°43'14", WHOSE LONG CHORD BEARS N 51°18'28" W A DISTANCE OF 198.24 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

7)THENCE ON SAID CURVE, HAVING A RADIUS OF 2105.00 FEET; AN ARC LENGTH OF 598.39 FEET, A DELTA ANGLE OF 16°17'15", WHOSE LONG CHORD BEARS N18°05'29" W A DISTANCE OF 596.37 FEET;

THENCE N89° 53'38"E ON A DISTANCE OF 710.50 FEET TO A NON-TANGENT POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 300.00 FEET; AN ARC LENGTH OF 72.13 FEET, A DELTA ANGLE OF 13°46'32", WHOSE LONG CHORD BEARS N26°15'01", E A DISTANCE OF 71.95 FEET;

THENCE N00° 00'00"E ON A DISTANCE OF 1121.77 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 9;

THENCE S89° 51'23" E ON SAID NORTH LINE A DISTANCE OF 1966.81 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,551,190 SQUARE FEET OR 81.5 ACRES MORE OR LESS.

LESS AND EXCEPT THAT PORTION 35 ACRE PARCEL CONVEYED BY DEED RECORDED FEBRUARY 25, 2021 UNDER RECEPTION NO. [221036727](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55083028.2-4

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55083028.2-4

**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: SC55083028.2-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 20, 1886 IN BOOK 72 AT PAGE [71](#).
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 28, 1888 IN BOOK 72 AT PAGE [247](#).
11. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#). (W1/2 SEC. 9)



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55083028.2-4

12. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#). (AS TO SECTION 9)
13. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#). (AS TO SECTION 9)
14. THE EFFECT OF RESOLUTION NO. 84-185A, LAND USE-105 REGARDING POWER BOULEVARD REALIGNMENT RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#). ( AS TO N1/2 SEC. 9)
15. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#) AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [205161563](#) AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. [213144183](#). (W1/2 SEC. 9)
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#).  
RESOLUTION NO. 06-308 APPROVING THE TITLE 32 WATERVIEW II METROPOLITAN DISTRICT SERVICE PLAN, -CYGNET LAND, LLC (ID-06-002) IN CONNECTION THEREWITH RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).
18. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RIGHT OF ENTRY AGREEMENT RECORDED SEPTEMBER 11, 2012, UNDER RECEPTION NO. [212105294](#).
19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 14-405 REGARDING WATERVIEW SKETCH PLAN AMENDMENT (SKP-13-001) RECORDED OCTOBER 29, 2014 AT RECEPTION NO. [214099213](#).
20. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55083028.2-4

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AND SERVICE AGREEMENT BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP, THE EUGENIA M. & BASIL E. BLUME TRUST, AND JUDY R. TIMM, AN INDIVIDUAL, (CYGNET LAND) RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).
22. DEED OF TRUST DATED JANUARY 15, 2021 FROM CPR ENTITLEMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF Frank W. Howard #2 LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO SECURE THE AGGREGATE SUM OF \$700,000.00 RECORDED JANUARY 15, 2021 UNDER RECEPTION NO. [221009212](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRAILS AT ASPEN RIDGE DEVELOPMENT AND COST REIMBURSEMENT AGREEMENT AGREEMENT WITH LIEN RECORDED MAY 26, 2021 UNDER RECEPTION NO. [221103263](#).
24. DEED OF TRUST FROM CPR ENTITLEMENTS LLC TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF PHI REAL ESTATE SERVICE LLC TO SECURE THE AGGREGATE SUM OF \$2,100,000.00 RECORDED JUNE 01, 2021 UNDER RECEPTION NO. [221106507](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF EXCLUSION RECORDED JUNE 28, 2021 UNDER RECEPTION NO. [221124732](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #21-264 RECORDED JULY 16, 2021 UNDER RECEPTION NO. [221135909](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), 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.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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, 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 counter-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 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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

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**Land Title Guarantee Company  
Customer Distribution**



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

Order Number: **SC55092818.1**

Date: **08/19/2021**

Property Address: **35 ac parcel IN WATERVIEW NORTH, COLORADO SPRINGS, CO 80925**

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

---

**For Closing Assistance**

Kristen DeHerrera  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0243 (Work)  
(877) 334-2012 (Work Fax)  
[kdeherrera@ltgc.com](mailto:kdeherrera@ltgc.com)  
Contact License: CO463794  
Company License: CO44565

**Closer's Assistant**

Andrea Goller  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0244 (Work)  
[agoller@ltgc.com](mailto:agoller@ltgc.com)  
Contact License: COCO416293  
Company License: CO44565

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

---

PHI REAL ESTATE SERVICES LLC, A COLORADO  
LIMITED LIABILITY COMPANY  
Attention: NICK PANNUNZIO  
200 W. CITY CENTER DRIVE  
SUITE 200  
PUEBLO, CO 81003  
[npannunzio@premierhomesinc.com](mailto:npannunzio@premierhomesinc.com)  
Delivered via: Electronic Mail





**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55092818.1** Date: **08/19/2021**  
Property Address: **35 ac parcel IN WATERVIEW NORTH, COLORADO SPRINGS, CO 80925**  
Parties: **PHI REAL ESTATE SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**PHI REAL ESTATE SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"ALTA" Loan Policy 06-17-06	TBD
	<b>Total TBD</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 06/19/2009 under reception no. 209068260](#)

[El Paso county recorded 02/11/2009 under reception no. 209013940](#)

[El Paso county recorded 12/16/2008 under reception no. 208132289](#)

[El Paso county recorded 01/05/1996 under reception no. 96002285 at book 6797 page 35](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55092818.1

**Property Address:**

35 ac parcel IN WATERVIEW NORTH, COLORADO SPRINGS, CO 80925

**1. Effective Date:**

08/14/2021 at 5:00 P.M.

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

"ALTA" Loan Policy 06-17-06  
Proposed Insured:  
TO BE PROVIDED

TBD

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

PHI REAL ESTATE SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 9, IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9;

THENCE S00°19'32"E ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 1404.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING THREE (3) COURSES ARE ON SAID RIGHT-OF-WAY LINE:

1) THENCE S89°30'29"W A DISTANCE OF 4.29 FEET TO A POINT OF CURVE TO THE LEFT;

2) THENCE ON SAID CURVE, HAVING A RADIUS OF 2969.79 FEET, AN ARC LENGTH OF 785.85 FEET, A DELTA ANGLE OF 15°09'41", WHOSE LONG CHORD BEARS S81°55'38"W A DISTANCE OF 783.56 FEET;

3) THENCE S74°20'48"W A DISTANCE OF 71.53 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY N00°00'00"E A DISTANCE OF 601.46 FEET;

THENCE N90°00'00"W A DISTANCE OF 320.79 FEET;

THENCE N00°00'00"E A DISTANCE OF 935.04 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 9;

THENCE S89°51'23"E ALONG SAID NORTH LINE, A DISTANCE OF 1161.78 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,524,621 SQUARE FEET OR 35.0 ACRES MORE OR LESS

LESS AND EXCEPT THAT PARCEL CONVEYED TO CPR ENTITLEMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY BY DEED RECORDED AUGUST 5, 2021 UNDER RECEPTION NO. [221148575](#).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: SC55092818.1**

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55092818.1

**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: SC55092818.1

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES.**
- 9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF SUBJECT PROPERTY ADJACENT TO SECTION LINES BY REASON OF A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887 IN ROAD BOOK A AT PAGE [78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.**
- 10. ALL RIGHTS AND RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED APRIL 14, 1883 IN BOOK 57 AT PAGE [5](#) AND JULY 20, 1886 IN BOOK 72 AT PAGE [71](#) AND APRIL 28, 1888 IN BOOK 72 AT PAGE [247](#).**
- 11. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#).**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55092818.1

12. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY , FOR GAS PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 13, 1966, IN BOOK 2127 AT PAGE [180](#). SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#) AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [205161563](#) AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. [213144183](#). SAID EASEMENT AMENDED BY INSTRUMENTS IN CONNECTION THEREWITH RECORDED JANUARY 28, 1986 IN BOOK 5119 AT PAGE [410](#) AND MARCH 18, 2016 UNDER RECEPTION NO. [216027646](#) AND MARCH 30, 2016 UNDER RECEPTION NO. [216031508](#) AND APRIL 1, 2016 UNDER RECEPTION NO. [216032877](#) AND JANUARY 20, 2021 UNDER RECEPTION NO. [221011029](#).
13. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#).
14. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
15. THE EFFECT OF RESOLUTION NO. 84-185A, LAND USE-105 REGARDING POWERS BOULEVARD REALIGNMENT RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#).
16. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#) AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. [205161563](#) AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. [213144183](#).
17. ANY WATER RIGHTS AND DITCH RIGHTS AS SET FORTH IN DEED RECORDED JANUARY 5, 1996 IN BOOK 6797 AT PAGE [35](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#) AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. [217066836](#). RESOLUTION NO. 06-308 APPROVING THE TITLE 32 WATERVIEW II METROPOLITAN DISTRICT SERVICE PLAN, -CYGNET LAND, LLC (ID-06-002) IN CONNECTION THEREWITH RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** SC55092818.1

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS CONTAINED IN RIGHT OF ENTRY AGREEMENT RECORDED SEPTEMBER 11, 2012, UNDER RECEPTION NO. [212105294](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 14-405 REGARDING WATERVIEW SKETCH PLAN AMENDMENT (SKP-13-001) RECORDED OCTOBER 29, 2014 AT RECEPTION NO. [214099213](#).
22. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. [217076365](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AND SERVICE AGREEMENT BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP, THE EUGENIA M. & BASIL E. BLUME TRUST, AND JUDY R. TIMM, AN INDIVIDUAL, (CYGNET LAND) RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. [218020393](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRAILS AT ASPEN RIDGE DEVELOPMENT AND COST REIMBURSEMENT AGREEMENT AGREEMENT WITH LIEN RECORDED MAY 26, 2021 UNDER RECEPTION NO. [221103263](#).
25. DEED OF TRUST FROM CPR ENTITLEMENTS LLC TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF PHI REAL ESTATE SERVICE LLC TO SECURE THE AGGREGATE SUM OF \$2,100,000.00 RECORDED JUNE 01, 2021 UNDER RECEPTION NO. [221106507](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF EXCLUSION RECORDED JUNE 28, 2021 UNDER RECEPTION NO. [221124732](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #21-264 RECORDED JULY 16, 2021 UNDER RECEPTION NO. [221135909](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, 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 Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.



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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), 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.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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, 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 counter-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 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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *C. Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; 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.

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