



**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: **SR55108491-6**

Date: **04/14/2023**

Property Address: **11685 OWL PLACE, PEYTON, CO 80831**

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

For Closing Assistance

For Title Assistance

Land Title El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
csresponse@ltgc.com

Seller/Owner

MIKE D. TEXER AND BRITTANY A. TEXER
Delivered via: Delivered by Realtor

Agent for Seller

MD ROOFING
Attention: COURTNEY
11750 OWL PLACE
PEYTON, CO 80831
(719) 591-2142 (Work)
office@mdroofing.info
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **SR55108491-6** Date: **04/14/2023**
Property Address: **11685 OWL PLACE, PEYTON, CO 80831**
Parties: **A BUYER TO BE DETERMINED**
MIKE D. TEXER AND BRITTANY A.
TEXER

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

| Estimate of Title Insurance Fees | |
|---|---------------------|
| "TBD" Commitment | \$279.00 |
| TBD - TBD Income | \$-279.00 |
| | Total \$0.00 |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Thank you for your order! | |

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 01/03/2022 under reception no. 222000248](#)
- [El Paso county recorded 05/10/1995 under reception no. 45543 at book 6646 page 1364](#)
- [El Paso county recorded 04/07/1995 under reception no. 33776 at book 6630 page 675](#)
- [El Paso county recorded 04/05/1995 under reception no. 32825 at book 6628 page 1427](#)
- [El Paso county recorded 12/14/1984 under reception no. 1193104 at book 3949 page 1357](#)
- [El Paso county recorded 08/29/1984 under reception no. 1156048 at book 3911 page 816](#)
- [El Paso county recorded 08/29/1984 under reception no. 1156268 at book 3911 page 1127](#)
- [El Paso county recorded 07/12/1984 under reception no. 1137596](#)
- [El Paso county recorded 04/27/1978 under reception no. 427775 at book 3032 page 863](#)
- [El Paso county recorded 02/17/1978 under reception no. 405667 at book 3009 page 715](#)

Plat Map(s):

- [El Paso county recorded 04/14/1972 under reception no. 878200](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: SR55108491-6

Property Address:

11685 OWL PLACE, PEYTON, CO 80831

1. Effective Date:

04/07/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

Proposed Insured:

A BUYER TO BE DETERMINED

\$0.00

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:

MIKE D. TEXER AND BRITTANY A. TEXER

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

LOT 14, FALCON RANCHETTES, COUNTY OF EL PASO, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: SR55108491-6

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. THIS COMPANY REQUIRES: A) RECORDATION OF AFFIDAVIT OF REAL PROPERTY; B) EVIDENCE SATISFACTORY TO THIS COMPANY THAT THE MOBILE HOME OR MANUFACTURED HOUSING UNIT HAS BEEN CONVERTED INTO PART OF THE REAL PROPERTY TO BE INSURED HEREUNDER AND IS NOW TAXED AS A REAL PROPERTY IMPROVEMENT, AND C) CERTIFICATION SATISFACTORY TO THIS COMPANY THAT SAID HOUSING UNIT IS PERMANENTLY AFFIXED TO THE SUBJECT PROPERTY.

NOTE: IF THIS REQUIREMENT IS SATISFIED, THE MANUFACTURED HOUSING UNIT OR MOBILE HOME WILL BECOME REAL PROPERTY AND WILL BE INSURED HEREUNDER. IF THIS REQUIREMENT IS NOT SATISFIED, THE MANUFACTURED HOUSING UNIT OR MOBILE HOME WILL REMAIN PERSONAL PROPERTY AND WILL NOT BE INSURED HEREUNDER.

NOTE: UPON FULFILLMENT OF THE ABOVE REQUIREMENT, EXCEPTION NO. 20 WILL BE DELETED.

2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. TERMINATION OF CONSENT TO INSTALLATION - REALTY OWNER'S AND MORTGAGEE'S WAIVER RECORDED AUGUST 10, 1987 IN BOOK 5406 AT PAGE 1217.
4. TERMINATION OF CONSENT TO INSTALLATION - REALTY OWNER'S AND MORTGAGEE'S WAIVER RECORDED AUGUST 10, 1987 IN BOOK 5406 AT PAGE 1219.
5. TERMINATION OF CONSENT TO INSTALLATION - REALTY OWNER'S AND MORTGAGEE'S WAIVER RECORDED AUGUST 10, 1987 IN BOOK 5406 AT PAGE 1221.
6. WARRANTY DEED FROM MIKE D. TEXER AND BRITTANY A. TEXER TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

ALTA COMMITMENT

Land Title Insurance Corporation

Schedule B, Part I

(Requirements)

Order Number: SR55108491-6

All of the following Requirements must be met:

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55108491-6

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. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1897 IN BOOK 143 AT PAGE 349.
9. UNDIVIDED ONE HALF INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY JUANITA HUDSON IN THE DEED TO KENNETH F. BUTLER AND CATHERINE M. BUTLER RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE 330 UNDER RECEPTION NO. 339442 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. OWNERSHIP OF MINERALS AND MINERAL RIGHTS AS SHOWN IN AN INSTRUMENT RECORDED AUGUST 29, 1984 IN BOOK 3911 AT PAGE 816.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FALCON RANCHETTES RECORDED APRIL 14, 1972 IN BOOK V2 AT PAGE 15.
12. TERMS, CONDITIONS AND PROVISIONS OF FIRST AMENDMENT DECLARATION OF CONDITIONS AND RESTRICTIONS RECORDED MARCH 23, 2023 UNDER RECEPTION NO. 223023469
13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 07, 1973, IN BOOK 2593 AT PAGE 812. AMENDED MARCH 23, 2023 UNDER RECEPION NO. 223023469. AMENDED MARCH 23, 2023 UNDER RECEPTION NO. 223023469

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55108491-6

14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 10-528 RECORDED DECEMBER 27, 2010 UNDER RECEPTION NO. [210131840](#).
15. TERMS, CONDITIONS AND PROVISIONS OF NON-EXCLUSIVE PERMANENT EASEMENT RECORDED JANUARY 19, 2011 UNDER RECEPTION NO. [211006821](#).
16. TERMS, CONDITIONS AND PROVISIONS OF MIKKELSON / DUBON EASEMENT AGREEMENT RECORDED JUNE 26, 2013 UNDER RECEPTION NO. [213109317](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF LEASE RECORDED SEPTEMBER 13, 2019 UNDER RECEPTION NO. [219111291](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 3 RECORDED SEPTEMBER 16, 2019 UNDER RECEPTION NO. [219111973](#).
19. (THIS ITEM WAS INTENTIONALLY DELETED)
20. EXISTING LEASES AND TENANCIES.
21. THE FINAL TITLE INSURANCE POLICY (POLICIES) SHALL NOT AND DOES NOT INSURE THE TITLE TO THOSE FIXTURES, STRUCTURES AND LIKE APPURTENANCES WHICH ARE NOT ASSESSED AND TAXED AS REAL PROPERTY BY THE COUNTY. NO EXAMINATION OF THE TITLE TO THE REFERENCED FIXTURES, STRUCTURES AND LIKE APPURTENANCES HAS BEEN MADE.



Commitment For Title Insurance Issued by Land 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, Land Title Insurance Corporation, A Colorado 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 not 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

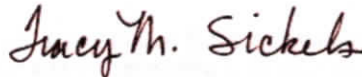
Land Title Insurance Corporation
P.O.Box 5645
Denver, Colorado 80217
(303)331-6296



Craig B. Rants, Senior Vice President



John E. Freyer, Jr., President



Tracy M. Sickels, Secretary



AMERICAN
LAND TITLE
ASSOCIATION



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 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 24-21-514.5, 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.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: 11685 OWL PLACE, PEYTON, CO 80831

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES


| Provider | Type of settlement service provided | Range of charges |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance | Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance | Rates are based on the amount of insurance coverage and range from \$350 to \$575. |

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

Buyer(s)



MIKE D. TEXER

A BUYER TO BE DETERMINED



BRITTANY A. TEXER

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 53010-01-002

2020 TAXES PAYABLE 2021

Owner Per Tax Record: KIRKPATRICK ELMER E
KIRKPATRICK GLORIA J

Property Type: Real Estate

Property Location: 11690 OWL PL

Property Description: LOT 2 FALCON RANCHETTES

Alerts:

| <u>Assessed Value</u> | | |
|-----------------------|-----------|--------------|
| Land | \$ | 7870 |
| Improvement | \$ | 13840 |
| TOTAL | \$ | 21710 |

| <u>Tax District: SCF</u> | <u>Tax Rate</u> | <u>Tax Amount</u> |
|-------------------------------------|-----------------|-------------------|
| EL PASO COUNTY | 0.007755 | 168.36 |
| EPC ROAD & BRIDGE (UNSHARED) | 0.000330 | 7.16 |
| EL PASO COUNTY SCHOOL NO 49 - GEN | 0.043021 | 933.99 |
| PIKES PEAK LIBRARY | 0.003855 | 83.69 |
| FALCON FIRE PROTECTION | 0.014886 | 323.18 |
| UPPER BLK SQUIRREL CRK GROUND WATER | 0.001056 | 22.93 |
| El Paso County TABOR Refund | 0.000000 | -8.53 |
| TOTAL | 0.070903 | 1530.78 |

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2020 taxes: 0.00

Amount due valid through DECEMBER 30th, 2021 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 23rd day of NOVEMBER A.D. 2021

Issued to: elpasoco\CALBlackknight01 Black Knight

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20211123 40584

By: 



**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: **SR55108488-4**

Date: **04/14/2023**

Property Address: **11690 OWL PLACE, PEYTON, CO 80831**

PLEASE CONTACT YOUR CLOSER OR CLOSER ASSISTANT OR WIRE TRANSFER INSTRUCTIONS

or Closer Assistant

or Title Assistant

Land Title El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
[sresponse@ltitle.com](#)

Buyer/ Borrower
A BUYER TO BE DETERMINED
Delivered via: Electronic Mail

Agent or Seller
MD ROOFING
Attention: COURTNEY
11750 OWL PLACE
PEYTON, CO 80831
(719) 591-2142 (Work)
OFFICE@MDROOFING.INFO
Delivered via: Electronic Mail

Seller/Owner
MIKE D. TEXER
Delivered via: Delivered by Realtor



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

Order Number: **SR55108488-4** Date: **04/14/2023**
Property Address: **11690 OWL PLACE, PEYTON, CO
80831**
Parties: **A YER TO E ETER NE
E TE ER**

Visit Land Title's Website at www.landtitle.com for directions to any of our offices.

| Estimate of Title Insurance Fees | |
|---|-------------------|
| "TBD" Commitment | \$279.00 |
| TBD - TBD Income | \$-279.00 |
| | Total 0 00 |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Thank you for your order | |

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 01/13/2022 under re eption no 222006596](#)
[El Paso County recorded 01/13/2022 under re eption no 222006595](#)
[El Paso County recorded 02/13/19 9 at oo 3140 page 310](#)

Plat Maps

[El Paso County recorded 04/14/19 2 under re eption no 8 8200 at oo 2 page 15](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number S _____

Property Address

11690 OWL PLACE, PEYTON, CO 80831

Effective Date

04/07/2023 at 5:00 P.M.

Policy to be Issued and Proposed Insured

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

Title to the estate or interest covered herein is at the effective date hereon vested in

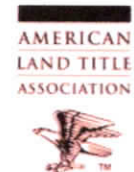
MIKE D. TEXER

The Land referred to in this Commitment is described as follows

LOT 2, FALCON RANCHETTES, COUNTY OF EL PASO, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: SR55108488-4

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 of the estate or interest to the Insured.

Pay the premiums, fees, and charges of the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to the Insured, or other, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED DECEMBER 30, 2021 FROM MIKE D. TEXER TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. NORTHPOINTE BANK TO SECURE THE SUM OF \$768,000.00 RECORDED JANUARY 13, 2022, UNDER RECEPTION NO.
2. THIS COMPANY REQUIRES: A) RECORDATION OF AFFIDAVIT OF REAL PROPERTY; B) EVIDENCE SATISFACTORY TO THIS COMPANY THAT THE MOBILE HOME OR MANUFACTURED HOUSING UNIT HAS BEEN CONVERTED INTO PART OF THE REAL PROPERTY TO BE INSURED HEREUNDER AND IS NOW TAXED AS A REAL PROPERTY IMPROVEMENT, AND C) CERTIFICATION SATISFACTORY TO THIS COMPANY THAT SAID HOUSING UNIT IS PERMANENTLY AFFIXED TO THE SUBJECT PROPERTY.

NOTE: IF THIS REQUIREMENT IS SATISFIED, THE MANUFACTURED HOUSING UNIT OR MOBILE HOME WILL BECOME REAL PROPERTY AND WILL BE INSURED HEREUNDER. IF THIS REQUIREMENT IS NOT SATISFIED, THE MANUFACTURED HOUSING UNIT OR MOBILE HOME WILL REMAIN PERSONAL PROPERTY AND WILL NOT BE INSURED HEREUNDER.

NOTE: UPON FULFILLMENT OF THE ABOVE REQUIREMENT, EXCEPTION NO. 12 WILL BE DELETED.

3. WARRANTY DEED FROM MIKE D. TEXER TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55108488-4

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.
 - . Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - . 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.
 - . 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.
 - . effects, 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.
 - . (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.
 - . (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. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1897 IN BOOK 143 AT PAGE .
9. UNDIVIDE ONE HALF INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY JUANITA HUDSON IN THE DEED TO KENNETH F. BUTLER AND CATHERINE M. BUTLER RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE UNDER RECEPTION NO. AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF CONDITIONS AND RESTRICTIONS RECORDED JUNE 07, 1973 IN BOOK 2593 AT PAGE 1 .
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FALCON RANCHETTES RECORDED APRIL 14, 1972 IN BOOK V2 AT PAGE 1 .
12. TERMS, CONDITIONS AND PROVISIONS OF FIRST AMENDMENT DECLARATION OF CONDITIONS AND RESTRICTIONS RECORDED MARCH 23, 2023 UNDER RECEPTION NO.
13. THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE, OR OTHER LOSS, DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY TRAILER, MOBILE HOME OR SIMILAR PERSONAL PROPERTY LOCATED ON SUBJECT PROPERTY.
14. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF RIGHT OF WAY RECORDED OCTOBER 20, 2008 UNDER RECEPTION NO. 11 1 .
15. TERMS, CONDITIONS AND PROVISIONS OF AFFIDAVIT OF REAL PROPERTY FOR A MANUFACTURED HOME RECORDED JANUARY 13, 2022 UNDER RECEPTION NO. .



Commitment For Title Insurance Issued by Land 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, Land Title Insurance Corporation, a Colorado 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 "nown": 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 not easement in adjoining 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.

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 . The Company shall not be liable for any other amendment to this Commitment.

LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 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 (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 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 (a)(i) through (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.

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.

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.

ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000 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
 333 East First Avenue Suite 6
 Denver, Colorado 80202
 (303)321-1111

Land Title Insurance Corporation
 P.O. Box 6
 Denver, Colorado 80201
 (303)331-6266



CBRants

Craig B. Rants, Senior Vice President

JOHN E. FREYER

John E. Freyer, President

Tracy M. Sickels

Tracy M. Sickels, Secretary

AMERICAN
 LAND TITLE
 ASSOCIATION



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 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 24-21-514.5, 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.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: 11690 OWL PLACE, PEYTON, CO 80831

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

| Provider | Type of settlement service provided | Range of charges |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance | Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance | Rates are based on the amount of insurance coverage and range from \$350 to \$575. |

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)



MIKE D. TEXER

Buyer(s)

A BUYER TO BE DETERMINED

9300006952

El Paso County Treasurer's Tax Status Report TAXYEAR 2021 1-NOV-2022 L-H

Page 1
5301001001

93000-06-952

11750 OWL PL
SCF MH

| | | | | |
|----------------------------|----------|--------|------------------|------|
| HEIM RONALD D | value: | 1620 | land: | 0 |
| HEIM EVELYN J | levy: | 70.942 | impr: | 1620 |
| C/O TEXER MIKE D | tax: | 114.92 | growth: | 0 |
| 6780 HORSESHOE RD | balance: | 0.00 | as of 11/30/2022 | |
| COLORADO SPRINGS, CO 80923 | | | | |

| YEAR | DIST | TAX | PAYMENT | DATE | M | RCT | OID | MEDIA | BALANCE |
|------|---------|--------|---------|----------|---|------|------|---------|---------|
| 2021 | 1 1 tax | 113.70 | 113.70 | 03/01/22 | 9 | 1078 | LBOX | CKM L N | 0.00 |

FALCON RANCHETTES LOT 1
 CENTURIAN 1980 66X28
 VIN C7565A&B M509282 TEX109708 AND TEX109709
 53010-01-001



**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: **SR55108490-5**

Date: **04/14/2023**

Property Address: **11750 OWL PLACE, PEYTON, CO 80831**

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

or Closing Assistant

or Title Assistant

Land Title El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)

[response@ltd.com](#)

Seller/Owner

MIKE D. TEXER AND BRITTANY A. TEXER

Delivered via: Delivered by Realtor

Agent or Seller

MD ROOFING

11750 OWL PLACE

PEYTON, CO 80831

(719) 591-2142 (Work)

office@mdroofing.info

Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **SR55108490-5** Date: **04/14/2023**
Property Address: **11750 OWL PLACE, PEYTON, CO 80831**
Parties: **A YER TO E ETER NE
E TE ER AN RTTANY A
TE ER**

Visit Land Title's Website at www.landtitle.com for directions to any of our offices.

| Estimate of Title Insurance Fees | |
|---|-------------|
| "TBD" Commitment | \$279.00 |
| TBD - TBD Income | \$-279.00 |
| Total | 0.00 |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Thank you for your order | |

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 03/12/2021 under re eption no 221049499](#)
[El Paso County recorded 03/12/2021 under re eption no 221049498](#)
[El Paso County recorded 03/12/2021 under re eption no 221049497](#)
[El Paso County recorded 04/05/2007 under re eption no 20704 228](#)
[El Paso County recorded 03/1 /2007 under re eption no 207035940](#)
[El Paso County recorded 03/1 /2007 under re eption no 207035939](#)
[El Paso County recorded 04/21/200 under re eption no 20 058399](#)
[El Paso County recorded 12/22/2005 under re eption no 205201894](#)
[El Paso County recorded 12/09/2005 under re eption no 20519 541](#)
[El Paso County recorded 01/31/2000 under re eption no 2000101 1](#)
[El Paso County recorded 10/08/199 under re eption no 9 128 03](#)
[El Paso County recorded 05/13/1994 under re eption no 7743 at oo 447 pa e 287](#)
[El Paso County recorded 07/12/1983 under re eption no 999882 at oo 3753 pa e 13 3](#)
[El Paso County recorded 07/19/1978 under re eption no 454784 at oo 30 3 pa e 444](#)

Plat ap s

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number S _____

Property Address

11750 OWL PLACE, PEYTON, CO 80831

Effective Date

04/07/2023 at 5:00 P.M.

Policy to be Issued and Proposed Insured

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

Title to the estate or interest covered herein is at the effective date hereon vested in

MIKE D. TEXER AND BRITTANY A. TEXER

The Land referred to in this Commitment is described as follows

LOT 1, FALCON RANCHETTES, COUNTY OF EL PASO, STATE OF COLORADO.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: SR55108490-5

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 shall obtain an interest in the Land or who shall make a loan on the Land. The Company may then make additional requirements or Exceptions.

Pay the agreed amount of the estate or interest to the insured.

Pay the premiums, fees, and charges of the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to the insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

1. WARRANTY DEED FROM MIKE D. TEXER AND BRITTANY A. TEXER TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55108490-5

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.
 - . Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - . 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.
 - . 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.
 - . effects, 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 ac uires of record for value the estate or interest or mortgage thereon covered by this Commitment.
 - . (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.
 - . (a) npatented mining claims (b) reservations or exceptions in patents or in Acts authori ing the issuance thereof (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1897 IN BOOK 143 AT PAGE ____.
9. UNDIVIDE ONE HALF INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY JUANITA HUDSON IN THE DEED TO KENNETH F. BUTLER AND CATHERINE M. BUTLER RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE ____ UNDER RECEPTION NO. _____ AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FALCON RANCHETTES RECORDED APRIL 14, 1972 IN BOOK V2 AT PAGE 1.
11. TERMS, CONDITIONS AND PROVISIONS OF FIRST AMENDMENT DECLARATION OF CONDITIONS AND RESTRICTIONS RECORDED MARCH 23, 2023 UNDER RECEPTION NO. _____
12. TERMS, CONDITIONS AND PROVISIONS OF RESERVATIONS WITHIN DEED RECORDED SEPTEMBER 24, 1964 IN BOOK 2036 AT PAGE ____ AND RECORDED JULY 18, 1978 IN BOOK 3063 AT PAGE ____.
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 10-528 RECORDED DECEMBER 27, 2010 UNDER RECEPTION NO. 111.
14. TERMS, CONDITIONS AND PROVISIONS OF NON-EXCLUSIVE PERMANENT EASEMENT RECORDED JANUARY 19, 2011 UNDER RECEPTION NO. 111.
15. TERMS, CONDITIONS AND PROVISIONS OF MIKKELSON / DUBON EASEMENT AGREEMENT RECORDED JUNE 26, 2013 UNDER RECEPTION NO. 111.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55108490-5

16. THE EFFECT OF ANY DAMAGE, FAILURE OF TITLE, OR OTHER LOSS, DIRECTLY OR INDIRECTLY ASSOCIATED WITH ANY TRAILER, MOBILE HOME OR SIMILAR PERSONAL PROPERTY LOCATED ON SUBJECT PROPERTY.
17. THE EFFECT OF ORDER FOR INCLUSION, RECORDED JANUARY 11, 2023, UNDER RECEPTION NO.



Commitment For Title Insurance Issued by Land 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, Land Title Insurance Corporation, A Colorado 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 not 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.

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 . The Company shall not be liable for any other amendment to this Commitment.

LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 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 (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 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 (a)(i) through (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.

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.

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.

ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000 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
333 East First Avenue Suite 6
Denver, Colorado 80202
(303) 321-1111

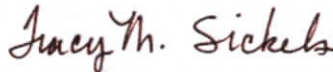
Land Title Insurance Corporation
P.O. Box 6
Denver, Colorado 80201
(303) 331-6266



Craig B. Rants, Senior Vice President



John E. Freyer, President



Tracy M. Sickels, Secretary



AMERICAN
LAND TITLE
ASSOCIATION



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 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 24-21-514.5, 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.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: 11750 OWL PLACE, PEYTON, CO 80831

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

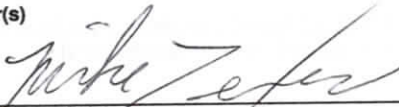
THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

| Provider | Type of settlement service provided | Range of charges |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance | Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance | Rates are based on the amount of insurance coverage and range from \$350 to \$575. |

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)



MIKE D. TEXER

Buyer(s)

A BUYER TO BE DETERMINED



BRITTANY A. TEXER



**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.