



**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: **SC55102105**

Date: **12/10/2021**

Property Address: **MARKSHEFFEL RD AND MESA RIDGE PKWY, FOUNTAIN, CO 80817**

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

For Closing Assistance

For Title Assistance

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

Buyer/Borrower

A BUYER TO BE DETERMINED
Delivered via: Electronic Mail

Agent for Seller

NOR'WOOD DEVELOPMENT GROUP
Attention: TIM SEIBERT
111 S TEJON #222
COLORADO SPRINGS, CO 80903
(719) 593-2623 (Work)
(719) 633-0545 (Work Fax)
tseibert@nor-wood.com
Delivered via: Electronic Mail

Seller/Owner

CAROLYN S. JENKINS
Delivered via: Electronic Mail

Agent for Seller

NOR'WOOD DEVELOPMENT GROUP
Attention: LORI JIBREEN
111 S TEJON #222
COLORADO SPRINGS, CO 80903
(719) 593-2600 (Work)
(719) 633-0545 (Work Fax)
ljibreen@norwood.dev
Delivered via: Electronic Mail



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

Order Number: **SC55102105** Date: **12/10/2021**
Property Address: **MARKSHEFFEL RD AND MESA RIDGE PKWY, FOUNTAIN, CO 80817**
Parties: **A BUYER TO BE DETERMINED**
CAROLYN S. JENKINS AND DAVID D. JENKINS AND CSJ NO. 9, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate	\$271.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	TBD
	Total TBD
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 11/16/2004 under reception no. 204189322](#)

[El Paso county recorded 04/20/2007 under reception no. 207053640](#)

[El Paso county recorded 03/24/2005 under reception no. 205041116](#)

[El Paso county recorded 11/02/2006 under reception no. 206160860](#)

[El Paso county recorded 11/17/2017 under reception no. 217140084](#)

[El Paso county recorded 08/28/2015 under reception no. 215094501](#)

[El Paso county recorded 10/06/2006 under reception no. 206148618](#)

Plat Map(s):

El Paso county recorded 02/10/1909

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55102105

Property Address:

MARKSHEFFEL RD AND MESA RIDGE PKWY, FOUNTAIN, CO 80817

1. Effective Date:

12/07/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate \$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate TBD

Proposed Insured:

TO BE DETERMINED

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:

CAROLYN S. JENKINS AND DAVID D. JENKINS AND CSJ NO. 9, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A: (5528000028)

A TRACT OF LAND BEING A PORTION OF EAST ONE-HALF OF SECTION 29 AND IN A PORTION OF THE WEST ONE-HALF OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS EAST (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, WHICH WAS ASSUMED TO BEAR NORTH 00 DEGREES 28 MINUTES 06 SECONDS EAST) ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1320.15 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 180.02 FEET;
THENCE NORTH 89 DEGREES 31 MINUTES 54 SECONDS WEST A DISTANCE OF 177.27 FEET;
THENCE NORTH 44 DEGREES 06 MINUTES 10 SECONDS WEST A DISTANCE OF 338.98 FEET;
THENCE NORTH 09 DEGREES 07 MINUTES 50 SECONDS WEST A DISTANCE OF 546.02 FEET;
THENCE NORTH 04 DEGREES 31 MINUTES 14 SECONDS EAST A DISTANCE OF 203.93 FEET TO A POINT ON A CURVE;
THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 00 MINUTES 05 SECONDS, A RADIUS OF 1457.00 FEET FOR AN ARC DISTANCE OF 0.03 FEET, WHOSE CHORD BEARS SOUTH 86 DEGREES 08 MINUTES 47 SECONDS EAST;
THENCE SOUTH 86 DEGREES 08 MINUTES 45 SECONDS EAST A DISTANCE OF 730.03 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36 DEGREES 35 MINUTES 17

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SECONDS, A RADIUS OF 897.00 FEET FOR AN ARC DISTANCE OF 572.81 FEET;
THENCE NORTH 40 DEGREES 26 MINUTES 32 SECONDS EAST A DISTANCE OF 96.00 FEET;
THENCE NORTH 31 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 114.99 FEET;
THENCE NORTH 34 DEGREES 02 MINUTES 10 SECONDS EAST A DISTANCE OF 50.02 FEET;
THENCE NORTH 32 DEGREES 14 MINUTES 40 SECONDS EAST A DISTANCE OF 110.00 FEET;
THENCE NORTH 57 DEGREES 45 MINUTES 20 SECONDS WEST A DISTANCE OF 60.43 FEET;
THENCE NORTH 20 DEGREES 45 MINUTES 08 SECONDS EAST A DISTANCE OF 116.85 FEET;
THENCE NORTH 18 DEGREES 08 MINUTES 03 SECONDS EAST A DISTANCE OF 50.07 FEET;
THENCE NORTH 21 DEGREES 30 MINUTES 04 SECONDS EAST A DISTANCE OF 108.84 FEET;
THENCE NORTH 57 DEGREES 45 MINUTES 20 SECONDS WEST A DISTANCE OF 205.26 FEET;
THENCE NORTH 72 DEGREES 34 MINUTES 17 SECONDS WEST A DISTANCE OF 88.81 FEET;
THENCE NORTH 68 DEGREES 26 MINUTES 15 SECONDS EAST A DISTANCE OF 47.22 FEET;
THENCE NORTH 04 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 192.67 FEET;
THENCE NORTH 04 DEGREES 43 MINUTES 41 SECONDS WEST A DISTANCE OF 157.80 FEET;
THENCE NORTH 21 DEGREES 53 MINUTES 22 SECONDS WEST A DISTANCE OF 106.96 FEET;
THENCE NORTH 30 DEGREES 02 MINUTES 40 SECONDS WEST A DISTANCE OF 62.77 FEET;
THENCE NORTH 37 DEGREES 48 MINUTES 22 SECONDS WEST A DISTANCE OF 113.50 FEET;
THENCE NORTH 22 DEGREES 25 MINUTES 56 SECONDS WEST A DISTANCE OF 164.85 FEET;
THENCE SOUTH 57 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 42.48 FEET;
THENCE SOUTH 50 DEGREES 45 MINUTES 14 SECONDS WEST A DISTANCE OF 105.44 FEET;
THENCE NORTH 39 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 70.00 FEET;
THENCE NORTH 05 DEGREES 45 MINUTES 14 SECONDS EAST A DISTANCE OF 28.28 FEET;
THENCE NORTH 71 DEGREES 28 MINUTES 56 SECONDS WEST A DISTANCE OF 59.11 FEET;
THENCE NORTH 39 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 160.00 FEET TO THE
SOUTHEASTERLY RIGHT-OF-WAY LINE OF MESA RIDGE PARKWAY AS DESCRIBED IN CONTRACT AND
SPECIAL WARRANTY DEED RECORDED DECEMBER 21, 1995 IN BOOK 6788 AT PAGE 538 OF THE
RECORDS OF SAID EL PASO COUNTY;
THENCE NORTH 50 DEGREES 45 MINUTES 14 SECONDS EAST OF SAID SOUTHEASTERLY RIGHT-OF-
WAY LINE, A DISTANCE OF 380.80 FEET TO A POINT OF CURVE;
THENCE ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A
CENTRAL ANGLE OF 23 DEGREES 47 MINUTES 48 SECONDS, A RADIUS OF 1220.76 FEET FOR AN ARC
DISTANCE OF 507.02 FEET TO THE FUTURE SOUTHERLY RIGHT-OF-WAY LINE OF MESA RIDGE
PARKWAY, THE FOLLOWING THREE (3) COURSES ARE ON SAID FUTURE SOUTHERLY RIGHT-OF-WAY
LINE;
THENCE:
1) SOUTH 67 DEGREES 37 MINUTES 28 SECONDS EAST A DISTANCE OF 50.97 FEET TO A POINT OF
CURVE;
2) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 51 SECONDS, A
RADIUS OF 1080.00 FEET FOR AN ARC DISTANCE OF 471.51 FEET TO A POINT OF REVERSE CURVE;
3) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 39 MINUTES 42 SECONDS,
A RADIUS OF 1520.00 FEET FOR AN ARC DISTANCE OF 17.56 FEET TO THE NORTHERLY BOUNDARY
LINE OF THE FOUNTAIN MUTUAL IRRIGATION CHANNEL AS DESCRIBED IN QUIT CLAIM DEED
RECORDED JUNE 12, 1992 IN BOOK 5992 AT PAGE 1279 OF THE RECORDS OF SAID EL PASO COUNTY,
THE FOLLOWING TWENTY (20) COURSES ARE ON THE NORTHERLY BOUNDARY LINE OF SAID
FOUNTAIN MUTUAL IRRIGATION CHANNEL;
THENCE:
1) SOUTH 27 DEGREES 47 MINUTES 09 SECONDS EAST A DISTANCE OF 95.95 FEET;
2) SOUTH 41 DEGREES 09 MINUTES 52 SECONDS EAST A DISTANCE OF 41.90 FEET TO A POINT OF
CURVE;
3) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28 DEGREES 52 MINUTES 45 SECONDS, A

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RADIUS OF 93.00 FEET FOR AN ARC DISTANCE OF 46.88 FEET;
4) SOUTH 70 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 91.82 FEET;
5) SOUTH 74 DEGREES 54 MINUTES 11 SECONDS EAST A DISTANCE OF 77.52 FEET TO A POINT OF CURVE;
6) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25 DEGREES 13 MINUTES 15 SECONDS, A RADIUS OF 111.00 FEET FOR AN ARC DISTANCE OF 48.86 FEET;
7) SOUTH 49 DEGREES 40 MINUTES 56 SECONDS EAST A DISTANCE OF 523.46 FEET TO A POINT OF CURVE;
8) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 38 MINUTES 12 SECONDS, A RADIUS OF 115.00 FEET FOR AN ARC DISTANCE OF 59.48 FEET;
9) SOUTH 79 DEGREES 19 MINUTES 08 SECONDS EAST A DISTANCE OF 312.08 FEET TO A POINT OF CURVE;
10) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37 DEGREES 39 MINUTES 42 SECONDS, A RADIUS OF 118.00 FEET FOR AN ARC DISTANCE OF 77.56 FEET;
11) SOUTH 41 DEGREES 39 MINUTES 26 SECONDS EAST A DISTANCE OF 256.99 FEET TO A POINT OF CURVE;
12) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 30 MINUTES 25 SECONDS, A RADIUS OF 115.00 FEET FOR AN ARC DISTANCE OF 69.26 FEET;
13) SOUTH 07 DEGREES 09 MINUTES 01 SECONDS EAST A DISTANCE OF 147.36 FEET TO A POINT OF CURVE;
14) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 77 DEGREES 34 MINUTES 32 SECONDS, A RADIUS OF 82.00 FEET FOR AN ARC DISTANCE OF 111.02 FEET;
15) SOUTH 84 DEGREES 43 MINUTES 33 SECONDS EAST A DISTANCE OF 42.45 FEET TO A POINT OF CURVE;
16) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 06 MINUTES 03 SECONDS, A RADIUS OF 293.00 FEET FOR AN ARC DISTANCE OF 72.11 FEET;
17) SOUTH 70 DEGREES 37 MINUTES 30 SECONDS EAST A DISTANCE OF 42.79 FEET TO A POINT OF CURVE;
18) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89 DEGREES 02 MINUTES 05 SECONDS, A RADIUS OF 31.00 FEET FOR AN ARC DISTANCE OF 48.17 FEET;
19) NORTH 20 DEGREES 20 MINUTES 25 SECONDS EAST A DISTANCE OF 406.74 FEET;
20) NORTH 24 DEGREES 23 MINUTES 23 SECONDS EAST A DISTANCE OF 183.62 FEET;
THENCE SOUTH 00 DEGREES 18 MINUTES 33 SECONDS WEST A DISTANCE OF 2487.97 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28;
THENCE SOUTH 89 DEGREES 44 MINUTES 31 SECONDS WEST ON SAID NORTH LINE, A DISTANCE OF 1034.09 FEET TO A POINT ON A LINE BEING 1565.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28;
THENCE SOUTH 00 DEGREES 28 MINUTES 06 SECONDS WEST ON SAID PARALLEL LINE, A DISTANCE OF 1290.11 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF C & S ROAD;
THENCE SOUTH 89 DEGREES 44 MINUTES 27 SECONDS WEST ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET TO A POINT ON A LINE BEING 1165.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 28;
THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 1290.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28;
THENCE SOUTH 89 DEGREES 44 MINUTES 31 SECONDS WEST ON SAID NORTH LINE, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF THE EASTERLY 200.00 FEET OF THE WESTERLY 965.00 FEET OF TRACT 2 IN SAID SUBDIVISION NO. 1 OF THE FOUNTAIN SUBURBAN HOMES CORPORATION;
THENCE SOUTH 00 DEGREES 28 MINUTES 06 SECONDS WEST ON SAID LINE, A DISTANCE OF 1290.13

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FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID C & S ROAD;
THENCE SOUTH 89 DEGREES 44 MINUTES 27 SECONDS WEST ON SAID NORTHERLY RIGHT-OF-WAY
LINE, A DISTANCE OF 600.00 FEET TO A POINT ON THE EAST LINE OF THE WESTERLY 165.00 FEET OF
SAID TRACT 2;
THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF
1290.14 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER
OF SAID SECTION 28;
THENCE SOUTH 89 DEGREES 44 MINUTES 31 SECONDS WEST ON SAID NORTH LINE A DISTANCE OF
165.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF PLATTED AS MESA
RIDGE SUBDIVISION FILING NO. 15 ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 7,
2013 UNDER RECEPTION NO. 213713298 IN THE RECORDS OF EL PASO COUNTY, COLORADO.

PARCEL B: (EL PASO COUNTY - COLORADO (5528001012)

THE EAST 200 FEET OF THE WEST 965 FEET OF TRACT 2, SUBDIVISION NO. 1 OF THE FOUNTAIN
SUBURBAN HOMES CORPORATION, EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK L AT PAGE 44, EXCEPT THE SOUTH 30 FEET THEREOF FOR C & S
ROAD.

PARCEL C: (5528001014)

A PORTION OF TRACT 2, SUBDIVISION NO. 1 OF THE FOUNTAIN SUBURBAN HOMES CORPORATION,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT L AT PAGE 44, BEING A PORTION OF THE
SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH
P.M., EL PASO COUNTY, COLORADO, THAT IS FURTHER DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID SECTION 28, RUN EAST ON THE SOUTH LINE THEREOF A
DISTANCE OF 965.00 FEET FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE CONTINUE EAST ON SAID SOUTH LINE A DISTANCE OF 200.00 FEET;
THENCE ANGLE LEFT 89 DEGREES 38 MINUTES AND RUN NORTH PARALLEL TO THE WEST LINE OF
SAID SECTION 28 A DISTANCE OF 1321.1 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF
THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28;
THENCE WEST ON SAID NORTH LINE A DISTANCE OF 200.00 FEET;
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 28 A DISTANCE OF 1321.2 FEET
MORE OR LESS TO THE POINT OF BEGINNING, EXCEPTING FROM SAID TRACT THE SOUTH 30.0 FEET
THEREOF FOR PUBLIC ROAD, EL PASO COUNTY, COLORADO.

PARCEL D. (5528001022 A LITTLE)

THE WEST 165 FEET OF TRACT 2 AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE
WESTERLY LINE HEREOF IN SUBDIVISION NO. 1, OF THE FOUNTAIN SUBURBAN HOMES
CORPORATION, COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL CONVEYED TO
CAROLYN SUE JENKINS IN WARRANTY DEED RECORDED OCTOBER 6, 2006 UNDER RECEPTION NO.
206148618, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL E: (5528000032)

A TRACT OF LAND LOCATED IN PORTIONS OF THE SOUTH HALF OF THE NORTHWEST QUARTER
(S1/2NW1/4) OF SECTION 27, AND OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2NE1/4) OF

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55102105

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF MESA RIDGE PARKWAY AS DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 18, 2007 AT RECEPTION NO. 207135953 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N89°44'40"E ON THE NORTH LINE OF SAID S1/2NE1/4, A DISTANCE OF 881.61 FEET TO THE NORTHWEST CORNER OF SAID S1/2NW1/4;
THENCE N89°55'36"E ON THE NORTH LINE OF SAID S1/2NW1/4, A DISTANCE OF 1071.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SPRING GLEN DRIVE, DEDICATED TO THE PUBLIC IN THE GLEN AT WIDFIELD SUBDIVISION FILING NO. 7 AS RECORDED JANUARY 30, 2017 AT RECEPTION NO. 217713903 OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING TWO COURSES ARE ON THE WESTERLY RIGHT -OF-WAY LINE OF SAID SPRING GLEN DRIVE; THENCE:
1)S 17°32'30"W A DISTANCE OF 35.09 FEET TO A POINT OF CURVE;
2)ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 86°19'05", A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 150.65 FEET, WHOSE CHORD BEARS S60°42'02"W TO THE SOUTHWEST CORNER OF SAID SPRING GLEN DRIVE, BEING A POINT ON A CURVE, FROM WHICH A RADIAL LINE BEARS S13°51'34"W;
THENCE ON THE SOUTHERLY LINE OF SAID SPRING GLEN DRIVE, ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°21 '51", A RADIUS OF 2080.00 FEET FOR AN ARC DISTANCE OF 267.34 FEET, WHOSE CHORD BEARS S72°27'30"E TO THE SOUTHEAST CORNER OF SAID SPRING GLEN DRIVE, BEING A POINT ON A CURVE, FROM WHICH A RADIAL LINE BEARS N21°13'25"E;
THENCE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID SPRING GLEN DRIVE, ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°28'07", A RADIUS OF 100.00 FEET FOR AN ARC DISTANCE OF 91.58 FEET, WHOSE CHORD BEARS N42°32'31"W TO THE SOUTHWESTERLY LINE OF THE SECOND TRACT OF LAND DESCRIBED IN BARGAIN AND SALE DEED RECORDED JULY 03, 2007 AT RECEPTION NO. 207088696 OF THE RECORDS OF SAID EL PASO COUNTY, BEING A POINT ON A CURVE FROM WHICH A RADIAL LINE BEARS S 19°07'07"W, THE FOLLOWING TWO (2) COURSES ARE ON SAID SOUTHWESTERLY LINE; THENCE:
1)ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°49'38", A RADIUS OF 2110.00 FEET FOR AN ARC DISTANCE OF 546.03 FEET, WHOSE CHORD BEARS S63°28'04 "E;
2) S56°03' 15"E A DISTANCE OF 209.04 FEET TO THE NORTHWESTERLY RIGHT-OF -WAY LINE OF MARKSHEFFEL ROAD;
THENCE S33°56'45"W ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET;
THENCE N56°00'44"W A DISTANCE OF 203.56 FEET TO A POINT OF CURVE;
THENCE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34°12'05", A RADIUS OF 1920.00 FEET FOR AN ARC DISTANCE OF 1146.10 FEET. WHOSE CHORD BEARS N73°06'46"W;
THENCE S89°47'11"W A DISTANCE OF 1317.41 FEET TO THE SOUTHEAST CORNER OF SAID MESA RIDGE PARKWAY DESCRIBED AT RECEPTION NO. 207135953;
THENCE N00°12'49"W ON THE EAST LINE OF SAID MESA RIDGE PARKWAY, A DISTANCE OF 199.47 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF CONVEYED TO EL PASO COUNTY BY SPECIAL WARRANTY DEED RECORDED APRIL 28, 2016 UNDER RECEPTION NO. 216045005.

LESS AND EXCEPT THAT PARCEL CONVEYED TO THE CITY OF FOUNTAIN BY DEED RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. 220143185.

LESS AND EXCEPT THAT PARCEL CONVEYED BY DEED RECORDED MAY 13 2019 UNDER RECEPTION NO. 21950631.

PREPARED BY :
JOHN L BAILEY PLS #19586

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55102105

FOR AND ON BEHALF OF
ROCKWELL CONSULTING, INC.
NOVEMBER 07, 2017

PARCEL F: (5528001021)

TRACT OF LAND BEING A PORTION OF THE WEST FIVE (5) ACRES OF TRACT 2, SUBDIVISION NO. 1 OF FOUNTAIN SUBURBAN HOMES CORPORATION IN EL PASO COUNTY, COLORADO AS RECORDED IN PLAT BOOK L AT PAGE 44 OF THE RECORDS OF SAID EL PASO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AND BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 00°28' 06" E ON THE WEST BOUNDARY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 280.26 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N 00°28' 06" E ON SAID WEST BOUNDARY LINE, A DISTANCE OF 1039.89 FEET TO THE NORTHWEST CORNER OF SAID WEST FIVE (5)ACRES;

THENCE N 89°44'31" E ON THE NORTH BOUNDARY LINE OF ACRES, A DISTANCE OF 165.00 FEET TO THE NORTHEAST CORNER OF SAID WEST FIVE (5) ACRES;

THENCE S 00°28'06" W ON THE EAST BOUNDARY LINE OF SAID WEST FIVE (5) ACRES, A DISTANCE OF 1039.89 FEET;

THENCE S 89°44'31" W A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55102105

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. **WARRANTY DEED FROM CAROLYN S. JENKINS AND DAVID D. JENKINS AND CSJ NO. 9, LLC, A COLORADO LIMITED LIABILITY COMPANY 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.

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

Order Number: SC55102105

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. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SUBDIVISION NO. 1 OF THE FOUNTAIN SUBURBAN HOMES CORPORATION RECORDED FEBRUARY 10, 1909 UNDER RECEPTION NO. 160963 IN PLAT BOOK L AT PAGE 44.
9. RIGHT OF WAY EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED OCTOBER 31, 1952, IN BOOK 1362 AT PAGE 137.
10. RIGHT OF WAY EASEMENTS AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGES 562 AND 563, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
11. RIGHT OF WAY EASEMENTS AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED AUGUST 28, 1963, IN BOOK 1972 AT PAGES 304 AND 305, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
12. RIGHT OF WAY EASEMENTS AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 26, 1962, IN BOOK 1939 AT PAGES 543 AND 547, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED. SAID RIGHT OF WAYS WERE ASSIGNED TO THE TOWN OF FOUNTAIN BY THE INSTRUMENT RECORDED SEPTEMBER 18, 1969 IN BOOK 2310 AT PAGE 627.

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13. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED AUGUST 28, 1964, IN BOOK 2036 AT PAGE 691, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
14. RIGHT OF WAY EASEMENT AS GRANTED TO WYCO PIPE LINE COMPANY, A DELAWARE CORPORATION IN INSTRUMENT RECORDED MARCH 21, 1966, IN BOOK 2123 AT PAGE 158. SAID RIGHT OF WAY WAS ASSIGNED TO THE KANE 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.
15. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED APRIL 23, 1968, IN BOOK 2231 AT PAGE 639, IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.
16. RESERVATION OF A RIGHT OF WAY FOR WATER LINES AND UTILITY PURPOSES, MINERAL AND WATER RIGHTS RESERVATIONS AND RESTRICTIONS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 1, 1973 IN BOOK 2633 AT PAGE 966.
17. RESERVATION OF A RIGHT OF WAY FOR WATER LINES AND UTILITY PURPOSES, MINERAL AND WATER RIGHTS RESERVATIONS AND RESTRICTIONS AS SET FORTH IN WARRANTY DEEDS RECORDED APRIL 5, 1976 IN BOOK 2820 AT PAGES 246 AND 249.
18. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
19. THE EFFECT OF ANNEXATION ORDINANCE #692 RECORDED AUGUST 11, 1988 IN BOOK 5542 AT PAGE 345. ANNEXATION PLAT OF NORTH FOUNTAIN ADDITION NO. 15 TO THE CITY OF FOUNTAIN IN CONJUNCTION THEREWITH RECORDED SEPTEMBER 14, 1988 UNDER RECEPTION NO. 1746069 IN PLAT BOOK D-4 AT PAGE 62.
20. A RIGHT OF WAY AND EASEMENT TO OPERATE, MAINTAIN AND SERVICE THE MAIN CANAL OF THE FOUNTAIN IRRIGATION COMPANY AS RESERVED IN DEED RECORDED JUNE 15, 1992 IN BOOK 5992 AT PAGE 1279, AS AMENDED IN DEED RECORDED SEPTEMBER 26, 2006 UNDER RECEPTION NO. 206142566.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONTRACT AND SPECIAL WARRANTY DEED BY AND BETWEEN DAVID A. NEARON AND ELAINE N. DOYAS AND EL PASO COUNTY RECORDED DECEMBER 21, 1995 IN BOOK 6788 AT PAGE 538.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND JHW INVESTMENT COMPANY RECORDED MAY 06, 1997 UNDER RECEPTION NO. 97051183.
23. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE FOUNTAIN SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 08, 1999, UNDER RECEPTION NO. 99054074.

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24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT AND EASEMENT AGREEMENT RECORDED JUNE 18, 2004 UNDER RECEPTION NO. 204101718. SAID EASEMENT WAS ASSIGNED TO MRL NO. 1, LLC, A COLORADO LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008813. FIRST AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008815.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT AND EASEMENT AGREEMENT RECORDED JUNE 18, 2004 UNDER RECEPTION NO. 204101722. SAID EASEMENT WAS ASSIGNED TO MRL NO. 1, LLC, A COLORADO LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008813. FIRST AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008816.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PRE-ANNEXATION AGREEMENT RECORDED SEPTEMBER 03, 2004 UNDER RECEPTION NO. 204150530.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #04-421 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED SEPTEMBER 30, 2004 UNDER RECEPTION NO. 204165044.
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #04-448 OF THE BOARD OF COUNTY COMMISSIONERS APPROVING THE MESA RIDGE SKETCH PLAN RECORDED NOVEMBER 16, 2004 UNDER RECEPTION NO. 204188867.
29. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE MESA RIDGE METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENTS RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. 204189323. NOTICE OF SPECIAL DISTRICT DISCLOSURE RECORDED DECEMBER 11, 2012 UNDER RECEPTION NO. 212148065. ORDERS OF INCLUSION IN CONJUNCTION THEREWITH RECORDED DECEMBER 4, 2007 UNDER RECEPTION NO. 207154562 AND FEBRUARY 20, 2013 UNDER RECEPTION NO. 213022889.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE #1272 RECORDED JULY 29, 2005 UNDER RECEPTION NO. 205127557.
ANNEXATION MAP MESA RIDGE ADDITION NO. 1 IN CONJUNCTION THEREWITH RECORDED AUGUST 17, 2005 UNDER RECEPTION NO. 205127558.
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MESA RIDGE ANNEXATION AGREEMENT RECORDED AUGUST 17, 2005 UNDER RECEPTION NO. 205127559.
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ORDINANCE #1273 APPROVING AN OVERALL DEVELOPMENT PLAN AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FOUNTAIN TO PLANNED UNIT DEVELOPMENT DISTRICT ZONING RECORDED AUGUST 17, 2005 UNDER RECEPTION NO. 205127560.

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33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MESA RIDGE OVERALL DEVELOPMENT PLAN RECORDED DECEMBER 06, 2006 UNDER RECEPTION NO. 206176881 AND AMENDMENT RECORDED JULY 9, 2008 UNDER RECEPTION NO. 208077824 AND AMENDMENT NO. 3 RECORDED DECEMBER 28, 2009 UNDER RECEPTION NO. 209147542 AND AMENDMENT NO. 4 RECORDED MARCH 3, 2014 UNDER RECEPTION NO. 21420463. ORDINANCE NO. 1414 APPROVING A MAJOR AMENDMENT TO THE MESA RIDGE OVERALL DEVELOPMENT PLAN RECORDED OCTOBER 15, 2008 UNDER RECEPTION NO. 208112519. ORDINANCE #1456 APPROVING THE MESA RIDGE OVERALL DEVELOPMENT PLAN AMENDMENT NO. 3 RECORDED MARCH 11, 2010 UNDER RECEPTION NO. 210023056. ORDINANCE NO. 1617 APPROVING THE MESA RIDGE OVERALL DEVELOPMENT PLAN AMENDMENT NO. 4 RECORDED MARCH 12, 2014 UNDER RECEPTION NO. 214020461.
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION & SERVICE AGREEMENT BETWEEN WIDFIELD WATER & SANITATION DISTRICT AND MESA RIDGE JOINT VENTURE, LLC RECORDED AUGUST 10, 2007 UNDER RECEPTION NO. 207105066.
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE #1413 RECORDED JUNE 26, 2008 UNDER RECEPTION NO. 208073128.
ANNEXATION PLAT MESA RIDGE ADDITION NO. 2 IN CONJUNCTION THEREWITH RECORDED JUNE 26, 2008 UNDER RECEPTION NO. 208712830
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ORDINANCE #1415 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FOUNTAIN, COLORADO TO PLANNED UNIT DEVELOPMENT DISTRICT RECORDED JUNE 26, 2008 UNDER RECEPTION NO. 208073133.
37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT GRANT TO ROCKY MOUNTAIN PIPELINE SYSTEM, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED AUGUST 13, 2008 UNDER RECEPTION NO. 208090839.
38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SANITARY SEWER EASEMENT AGREEMENT RECORDED OCTOBER 16, 2008 UNDER RECEPTION NO. 208113234.
39. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SANITARY SEWER EASEMENT AGREEMENT RECORDED OCTOBER 16, 2008 UNDER RECEPTION NO. 208113239.
40. 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 DECLARATION OF COVENANTS RECORDED DECEMBER 30, 2009, UNDER RECEPTION NO. 209148706.

NOTE: SAID INSTRUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE DECLARATION.

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41. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER EASEMENT AGREEMENT RECORDED FEBRUARY 24, 2010 UNDER RECEPTION NO. 210017363.
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE LAND DEDICATION AGREEMENT RECORDED SEPTEMBER 13, 2011 UNDER RECEPTION NO. 211088968.
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED SEPTEMBER 22, 2011 UNDER RECEPTION NO. 92271.
44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED DECEMBER 26, 1962 IN BOOK 1939 AT PAGE 547.
45. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY CONTRACT RECORDED MARCH 21, 1966 IN BOOK 2123 AT PAGE 158. ASSIGNMENT AND CONVEYANCE RECORDED FEBRUARY 27, 1995 UNDER RECEPTION NO. 95018687. AGREEMENT AND PARTIAL RELEASE OF RIGHT-OF-WAY RECORDED AUGUST 1, 2001 UNDER RECEPTION NO. 201108787.
46. RESERVATIONS AS CONTAINED IN DEED RECORDED JUNE 12, 1967 IN BOOK 2183 AT PAGE 968.
47. EASEMENT AND RIGHT OF WAY FOR ROAD ACROSS THE SOUTHERLY 30 FEET AS EVIDENCED BY THE WARRANTY DEED RECORDED OCTOBER 18, 1979 IN BOOK 3241 AT PAGE 903.
48. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED DECEMBER 29, 1993 AT RECEPTION NO. 2408325.
49. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED DECEMBER 29, 1993 AT RECEPTION NO. 2408326.
50. THE EFFECT OF ANNEXATION PLAT HIBBARD - VALLI FARMS ADDITION NO. 2 MAP RECORDED DECEMBER 30, 1993, UNDER RECEPTION NO. 2410079.
51. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MESA RIDGE METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. 204189323.
52. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JUNE 26, 2008 AT RECEPTION NO. 208073132.
53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND RIGHT OF WAY RECORDED AUGUST 13, 2008 UNDER RECEPTION NO. 90839.
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED OCTOBER 16, 2008 UNDER RECEPTION NO. 113239, 113234.
55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY RECORDED OCTOBER 15, 1927 IN BOOK 798 AT PAGE 147. SAID RIGHT OF WAY WAS CONVEYED TO COLORADO INTERSTATE GAS COMPANY BY THE SPECIAL WARRANTY DEED RECORDED JULY 29, 1928 IN BOOK 814 AT PAGE 324. PARTIAL RELEASE IN CONNECTION THEREWITH RECORDED MAY 25, 1964 IN BOOK 2014 AT PAGE 794.

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56. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE 563.
57. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED DECEMBER 26, 1962, IN BOOK 1939 AT PAGES 571 AND 578.
58. RIGHT OF WAY EASEMENTS AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED AUGUST 28, 1963, IN BOOK 1972 AT PAGES 304 AND 305.
59. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED SEPTEMBER 28, 1964, IN BOOK 2036 AT PAGE 691.
60. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
61. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE FOUNTAIN SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 08, 1999, UNDER RECEPTION NO. 99054074.
62. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT FOR IMMEDIATE POSSESSION RECORDED JUNE 03, 2002 UNDER RECEPTION NO. 202089227.
63. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT AND EASEMENT AGREEMENT RECORDED JUNE 18, 2004 UNDER RECEPTION NO. 204101718. ASSIGNMENT FROM MESA RIDGE JOINT VENTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO MRL NO. 1, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008813. FIRST AMENDMENT TO GRANT OF EASEMENT AND EASEMENT AGREEMENT IN CONJUNCTION THEREWITH RECORDED JANUARY 23, 2008 UNDER RECEPTION NO. 208008815.
64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PRE-ANNEXATION AGREEMENT RECORDED SEPTEMBER 03, 2004 UNDER RECEPTION NO. 204150530.
65. THE EFFECT OF EL PASO COUNTY RESOLUTION NO. 04-448 REGARDING THE MESA RIDGE SKETCH PLAN, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. 204188867.
66. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED SEPTEMBER 09, 2005, UNDER RECEPTION NO. 205141500 AND CORRECTED GRANT OF EASEMENT RECORDED SEPTEMBER 19, 2005 UNDER RECEPTION NO. 205147238.
67. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER AND SANITARY SEWER EASEMENT AGREEMENT RECORDED NOVEMBER 18, 2005 UNDER RECEPTION NO. 205185610 AND RERECORDED AUGUST 6, 2007 UNDER RECEPTION NO. 207103031.

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68. THE EFFECT OF MESA RIDGE OVERALL DEVELOPMENT PLAN CITY OF FOUNTAIN, COLORADO RECORDED DECEMBER 6, 2006 UNDER RECEPTION NO. 206176881. MESA RIDGE OVERALL DEVELOPMENT PLAN AMENDMENT RECORDED JULY 9, 2008 UNDER RECEPTION NO. 208077824, ORDINANCE NO. 1414, AN ORDINANCE APPROVING A MAJOR AMENDMENT TO THE MESA RIDGE OVERALL DEVELOPMENT PLAN IN CONNECTION THEREWITH RECORDED OCTOBER 15, 2008 UNDER RECEPTION NO. 208112519. AMENDMENT NO. 3 RECORDED DECEMBER 28, 2009 UNDER RECEPTION NO. 209147542. ORDINANCE NO. 1456, AN ORDINANCE APPROVING THE MESA RIDGE OVERALL DEVELOPMENT PLAN AMENDMENT NO. 3 IN CONNECTION THEREWITH RECORDED MARCH 11, 2010 UNDER RECEPTION NO. 210023056. AMENDMENT NO. 4 (MAJOR AMENDMENT) RECORDED MARCH 12, 2014 UNDER RECEPTION NO. 214020463. ORDINANCE NO. 1617, AN ORDINANCE APPROVING THE MESA RIDGE OVERALL DEVELOPMENT PLAN AMENDMENT NO. 4 IN CONNECTION THEREWITH RECORDED MARCH 12, 2014 UNDER RECEPTION NO. 214020461.
69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION & SERVICE AGREEMENT BETWEEN WIDFIELD WATER & SANITATION DISTRICT AND MESA RIDGE JOINT VENTURE, LLC RECORDED AUGUST 10, 2007 UNDER RECEPTION NO. 207105066.
70. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE LAND DEDICATION AGREEMENT RECORDED SEPTEMBER 13, 2011 UNDER RECEPTION NO. 211088968.
71. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED MARCH 15, 2017 UNDER RECEPTION NO. 217029963, 217029964
72. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED MARCH 20, 2019 UNDER RECEPTION NO. 21928015.
73. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED MAY 13, 2019 UNDER RECEPTION NO. 21950632.
74. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. 220143184.

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

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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 Old Republic National Title Insurance Company. 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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