



Stewart Title Company dba Empire Title, A  
Division of Stewart  
5555 Tech Center Dr., Suite 110  
Colorado Springs, CO 80919  
(719) 884-5300  
Fax: (719) 884-5304

**Date:** June 24, 2022

**File Number:** 1737329

**Property Address:** 9005 Mountain Road, Cascade, CO 80809

**Buyer/Borrower:**

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TBD

Delivery Method: Emailed

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Larry Lee Manning

Darlene Z. Jensen

Delivery Method: Emailed

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.**

**We Appreciate Your Business and Look Forward to Serving You in the Future.**



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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.

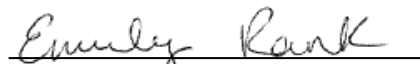
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature  
Stewart Title Company dba Empire  
Title, A Division of Stewart  
5555 Tech Center Dr., Suite 110  
Colorado Springs, CO 80919

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

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## 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, this 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;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a countersignature 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.

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- (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>.

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

***Transaction Identification Data for reference only:***

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart  
Issuing Office: 5555 Tech Center Dr., Suite 110, Colorado Springs, CO 80919  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 1737329  
Issuing Office File Number: 1737329  
Property Address: 9005 Mountain Road, Cascade, CO 80809  
Revision Number:

**1. Commitment Date:** June 21, 2022 at 8:00AM

<b>2. Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) ALTA Owner's Proposed Insured:	
(b) ALTA Loan Proposed Insured:	

**3. The estate or interest in the Land described or referred to in this Commitment is:**  
FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**  
Darlene Z. Jensen and Larry Lee Manning

**5. The Land is described as follows:**  
See Exhibit "A" Attached Hereto

**STATEMENT OF CHARGES**

These charges are due and payable before a policy can be issued:

Informational Commitment	\$300.00
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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1737329

A tract of land located in the Northwest one-quarter of Section 22, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado said tract being more particularly described as follows:

Beginning at the Southeast corner of the Northwest one-quarter of the Northwest one-quarter (NW 1/4 NW 1/4) of said Section 22; thence North 57 degrees 51 minutes 53 seconds West, a distance of 526.33 feet; thence North 16 degrees 07 minutes 53 seconds East, a distance of 208.50 feet, thence North 44 degrees 00 minutes 48 seconds East, a distance of 72.44 feet to a point on the Southerly line of Mountain Road as monumented by a No. 4 rebar with cap no. 19625 and as shown on the plat of Ute Pass Summer Homes Company Subdivision No. 1 as recorded in Plat Book 0 at Pages 54 and 55 of the records of the Clerk and Recorder of El Paso County; thence along said Southerly line, the following five courses; (1) Thence Easterly along the arc of a 229.02 foot radius curve to the left through a central angle of 51 degrees 04 minutes 55 seconds (the long chord of which bears South 78 degrees 40 minutes 32 seconds East, a long chord distance of 197.49 feet), an arc length of 204.18 feet; (2) thence Southeasterly along the arc of a 50.52 foot radius curve to the right through a central angle of 96 degrees 00 minutes 00 seconds (the long chord of which bears South 56 degrees 13 minutes 00 seconds East, a long chord distance of 75.09 feet, an arc length of 84.65 feet; (3) thence South 08 degrees 13 minutes 00 seconds East, a distance of 133.00 feet; (4) thence Southerly along the arc of a 234.68 foot radius curve to the left through a central angle of 33 degrees 26 minutes 00 seconds (the long chord of which bears South 24 degrees 56 minutes 00 seconds East, a long chord distance of 135.01 feet), and arc length of 136.94 feet; (5) thence North 48 degrees 21 minutes 00 seconds East, a distance of 60.00 feet to a point on the Southeasterly line of Nampa Road as shown on said subdivision plat; thence along said line, the following twelve courses; (1) thence Northerly along the arc of a 23.65 foot radius curve to the right through a central angle of 115 degrees 33 minutes 00 seconds (the long chord of which bears North 16 degrees 07 minutes 30 seconds East, a long chord distance of 40.01 feet), an arc length of 47.70 feet; (2) thence North 73 degrees 54 minutes 00 seconds East, a distance of 315.50 feet; (3) thence Northeasterly along the arc of a 245.85 foot radius curve to the left through a central angle of 38 degrees 17 minutes 00 seconds (the long chord of which bears North 54 degrees 45 minutes 30 seconds East, a long chord distance of 161.23 feet), an arc length of 164.27 feet; (4) thence Northeasterly along the arc of a 303.82 foot radius curve to the right through a central angle of 14 degrees 04 minutes 00 seconds (the long chord of which bears North 42 degrees 39 minutes 00 seconds East, a long chord distance of 74.40 feet), an arc length of 74.59 feet; (5) thence North 49 degrees 41 minutes 00 seconds East, a distance of 284.80 feet; (6) thence Northeasterly along the arc of a 364.10 foot radius curve to the left through a central angle of 23 degrees 56 minutes 00 seconds (the long chord which bears North 37 degrees 43 minutes 00 seconds East, a long chord distance of 150.99 feet), an arc length of 152.09 feet; (7) thence North 25 degrees 45 minutes 00 seconds East, a distance of 134.76 feet; (8) thence Northeasterly along the arc of a 59.60 foot radius curve to the right through a central angle of 95 degrees 47 minutes 19 seconds (the long chord of which bears North 73 degrees 38 minutes 40 seconds East, a long chord distance of 88.44 feet), an arc length of 99.64 feet; (9) thence South 58 degrees 27 minutes 41 seconds East, a distance of 40.05 feet, (10) thence Easterly along the arc of a 96.71 foot radius curve to the left through a central angle of 48 degrees 31 minutes 00 seconds (the long chord of which bears South 82 degrees 43 minutes 11 seconds East, a long chord distance of 79.47 feet), an arc length of 81.89 feet (11) thence North 73 degrees 01 minutes 19 seconds East, a distance of 67.50 feet; (12) thence Northeasterly along the arc of a 174.20 foot radius curve to the left through a central angle of 12 degrees 14 minutes 00 seconds (the long chord of which bears North 66 degrees 54 minutes 19 seconds East, a

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ISSUED BY  
STEWART TITLE GUARANTY COMPANY

long chord distance of 37.12 feet), an arc length of 37.29 feet; thence South 18 degrees 42 minutes 40 seconds East, a distance of 133.61 feet thence South 36 degrees 19 minutes 45 seconds West, a distance of 519.00 feet to a point on the Westerly line of the 100 foot wide right of way for the Pikes Peak Toll Road as described in instrument recorded in Book 441 at Page 344 of said County records; thence along said Westerly line, the following thirteen courses: (1) thence Southwesterly along the arc of a 193.42 foot radius curve to the left through a central angle of 64 degrees 27 minutes 52 seconds (the long chord of which bears South 46 degrees 16 minutes 54 seconds West, a long chord distance of 206.32 feet), an arc length of 217.62 feet; (2) thence South 14 degrees 02 minutes 58 seconds West, a distance of 216.40 feet; (3) thence Southerly along the arc of a 1005.40 foot radius curve to the left through a central angle of 11 degrees 10 minutes 00 seconds (the long chord of which bears South 08 degrees 27 minutes 58 seconds West, along chord distance of 195.64 feet), an arc length of 195.95 feet; (4) thence South 02 degrees 52 minutes 58 seconds West, a distance of 173.40 feet; (5) thence Southerly along the arc of a 460.30 foot radius curve to the left through a central angle of 17 degrees 26 minutes 00 seconds (the long chord of which bears South 05 degrees 50 minutes 02 seconds East, a long chord distance of 139.52 feet), an arc length of 140.06 feet; (6) thence South 14 degrees 33 minutes 02 seconds East, a distance of 167.00 feet; (7) thence Southeasterly along the arc of a 338.00 foot radius curve to the left through a central angle of 31 degrees 52 minutes 00 seconds (the long chord of which bears South 30 degrees 29 minutes 02 seconds East, a long chord distance of 185.57 feet), an arc length of 187.99 feet; (8) thence South 46 degrees 25 minutes 02 seconds East, a distance of 173.10 feet; (9) thence Southeasterly along the arc of a 238.00 foot radius curve to the right through a central angle of 31 degrees 10 minutes 00 seconds (the long chord of which bears South 30 degrees 50 minutes 02 seconds East, a long chord distance of 127.87 feet), an arc length of 129.46 feet; (10) thence South 15 degrees 15 minutes 02 seconds East, a distance of 155.40 feet; (11) thence Southerly along the arc of a 238.00 foot radius curve to the right through a central angle of 19 degrees 20 minutes 00 seconds (the long chord which bears South 05 degrees 35 minutes 02 seconds East, a long chord distance of 79.93 feet), an arc length of 80.31 feet; (12) thence South 04 degrees 04 minutes 58 seconds West, a distance of 46.80 feet; (13) thence Southerly along the arc of a 363.70 foot radius curve to the left through a central angle of 04 degrees 53 minutes 37 seconds (the long chord which bears South 01 degrees 38 minutes 09 seconds West, a long chord distance of 31.05 feet), an arc length of 31.06 feet to a point on the South line of the Southeast one-quarter of the Northwest one-quarter (SE 1/4 NW 1/4) of said Section 22; thence West along said line, a distance of 1083.77 feet to the Southwest corner thereof; thence North along the West line of SE 1/4 NW 1/4, a distance of 1300.73 feet to the point of beginning

EXCEPT that portion as conveyed in Warranty Deed recorded June 14, 2021 at Reception No. 221114676 more particularly described as follows: A portion of the parcel described in that Quitclaim Deed, recorded January 22, 2020 under

Reception No. 220009194, in the Official Public Records of El Paso County, Colorado, located in the Northwest 1/4 of Section 22, Township 13 South, Range 68 West, of the 6" P.M., being more particularly described as follows,

COMMENCING at the Center 1/4 Corner of said Section 22; thence along the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, N88°57'03"W, (Bearings are based on the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, monumented at the Center 1/4 Corner of said Section 22 by a 1"iron pipe with a 2-1/2" brass cap stamped "1938 U.S. GENERAL LAND OFFICE SURVEY", 0.5'above grade and monumented at the West Center 1/16 Corner by a 1"iron pipe with a 2-1/2" brass cap stamped "1938 U.S. GENERAL LAND OFFICE SURVEY", flush with grade, having a measured bearing of N88°57'03"W, a distance of 1301.48 feet), a distance of 234.34 feet to the southeast corner of said parcel, being

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the POINT OF BEGINNING; thence continuing along said south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, N88°57'03"W, a distance of 1067.14 feet to the West 1/16 Corner of said Section 22; thence along the North-South Center line of the Northwest 1/4 of said Section 22, NO1°07'31"W, a distance of 932.25 feet; thence leaving said North-South Center line, N88°52'29"E, a distance of 182.97 feet; thence NO1°08'07"W, a distance of 353.05 feet; thence N41°49'19"W, a distance of 283.92 feet to a point on south right-of-way line of Nampa Road; thence along the south right-of-way line of said Nampa Road, the following seven (7) courses:

1. N48° 13'23"E, a distance of 60.11 feet;
  2. along the arc of a non-tangent curve to the right, whose center bears N48°07'42"E, having a radius of 23.65 feet, a central angle of 115°53'06", a distance of 47.83 feet;
  3. N73°46'14"E, a distance of 315.39 feet;
  4. along the arc of a non-tangent curve to the left, whose center bears N16° 10'04"W, having a radius of 245.85 feet, a central angle of 38° 16'52", a distance of 164.26 feet;
  5. along the arc of a reverse curve to the right, whose center bears S54°53'21"E, having a radius of 303.82 feet, a central angle 14°01'04", a distance of 74.33 feet;
  6. N49°31'01"E, a distance of 285.03 feet;
  7. along the arc of a non-tangent curve to the left, whose center bears N40°28'22"W, having a radius of 364.10 feet, a central angle of 23°57'14", a distance of 152.22 feet, to a point on the southeast line of that Right-of-Way Vacation recorded under Book 3122 Page 824 in the Official Public Records of El Paso County, Colorado;
- Thence continuing along said southeast line of said Right-of-Way Vacation, N25°35'01"E, a distance of 134.87 feet to a point on the south right-of-way line of Nampa Road; thence along said south right-of-way line, the following five (5) courses:
1. along the arc of a non-tangent curve to the right, whose center bears S64°28'18"E, having a radius of 59.60 feet, a central angle of 95°53'57", a distance of 99.76 feet;
  2. S58°29'48", a distance of 40.03 feet;
  3. along the arc of a non-tangent curve to the left, whose center bears N31° 15'02"E, having a radius of 96.71 feet, a central angle of 48°28'43", a distance of 81.83 feet;
  4. N72°58'37"E, a distance of 67.62 feet;
  5. along the arc of a non-tangent curve to the left, whose center bears N12° 19'30"W, having a radius of 96.71 feet, a central angle of 22°07'11", a distance of 37.34 feet, to a point on the west line of Pikes Peak Mountain Estates, recorded November 5, 2001 under Reception No. 201161507;
- Thence continuing along said west line of Pikes Peak Mountain Estates, the following two (2) courses:

1. S18°49'36"E, a distance of 138.79 feet;
  2. S35°59'27"W, a distance of 515.72 feet, to a point on the west right-of-way line of Pikes Peak Toll Road;
- Thence continuing along said west right-of-way line of Pikes Peak Toll Road, the following, thirteen (13) courses:
1. Along the arc of a non-tangent curve to the left, whose center bears S11°39'01"E, having a radius of 193.42 feet, a central angle of 64°29'48", a distance of 217.73 feet;
  2. S13°45'10"W, a distance of 216.22 feet;
  3. Along the arc of a non-tangent curve to the left, whose center bears S76°02'47"E, having a radius of 1005.40 feet, a central angle of 11°10'16", a distance of 196.03 feet;
  4. S02°43'25"W, a distance of 173.36 feet;
  5. Along the arc of a non-tangent curve to the left, whose center bears S87°14'50"E, having

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**ALTA COMMITMENT FOR TITLE INSURANCE**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

a radius of 460.30 feet, a central angle of 17°26'00", a distance of 140.06 feet;  
6. S14°46'15"E, a distance of 167.06 feet;  
7. Along the arc of a non-tangent curve to the left, whose center bears S74°40'19"E, having a radius of 338.00 feet, a central angle of 31°57'04", a distance of 188.49 feet;  
8. S45°59'03"E, a distance of 171.85 feet;  
9. Along the arc of a non-tangent curve to the right, whose center bears S43°26'18"E, having a radius of 238.00 feet, a central angle of 31° 14'04", a distance of 129.74 feet;  
10. S15°27'25"E, a distance of 155.45 feet;  
11. Along the arc of a non-tangent curve to the right, whose center bears S74°31'58"E, having a radius of 238.00 feet, a central angle of 19° 18'37", a distance of 80.21 feet;  
2. S43°26 18"E, a distance 46.77 feet;  
13. Along the arc of a non-tangent curve to the left, whose center bears S86°04'29"E, having a radius of 363.70 feet, a central angle of 09°00'56", a distance of 57.23 feet, to the POINT OF BEGINNING.

For Informational Purposes Only: 9005 Mountain Road, Cascade, CO 80809

APN: 8322200017

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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AMERICAN  
LAND TITLE  
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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1737329

### Requirements

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

### FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded January 22, 2020 at [Reception No. 220009194](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 1737329

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in [U.S. Patent No. 5854](#), issued June 25, 1891 to Melvin Clay, as posted in the Bureau of Land Management, General Land Office Records.
10. The effect if any of the inclusion of the subject property in the Cascade Fire Protection District as evidenced by instrument recorded August 13, 1956 in [Book 1584 at Page 549](#).

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

11. The effect of instrument to the Cascade Public Service Company Water System Service Area recorded November 15, 1990 in [Book 5790 at Page 195](#).
12. Any assessment or lien of Cascade Metropolitan District No. 1 and Cascade Metropolitan District No. 2 as disclosed by the instruments recorded November 16, 2004 at [Reception No. 204189313](#) and at [Reception No. 204189314](#), recorded March 3, 2014 at [Reception No. 214017164](#), recorded June 25, 2014 at [Reception No. 214055089](#), recorded March 15, 2015 at [Reception No. 215022550](#), recorded May 27, 2015 at [Reception No. 215052999](#), recorded June 17, 2015 at [Reception No. 215062773](#), recorded November 19, 2015 at [Reception No. 215125667](#), recorded March 29, 2016 at [Reception No. 216031243](#), and recorded August 25, 2016 at [Reception No. 216096368](#).
13. Cascade Metropolitan District No. 1 Special District Public Disclosure recorded June 17, 2015 at [Reception No. 215062774](#).
14. All matters as set forth on Land Survey Plat dated May 25, 2021 under Job No. 210682 and prepared by Clark Land Surveying Inc.
15. Deed of Trust from Darlene Z. Jensen and Larry Lee Manning to the Public Trustee of El Paso County for the benefit of Ent Credit Union in the amount of \$75,000.00 recorded April 11, 2022 at [Reception No. 222050414](#).

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# DISCLOSURES

File No.: 1737329

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G 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 Stewart Title Company dba Empire Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 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 materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.