



SCHEDULE A

Title Report No.: 158-F05977-22

1. **Effective Date:** April 6, 2022 at 08:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:

Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:

DAWSON TRAILS I LLC, A COLORADO LIMITED LIABILITY COMPANY,
DOUGLAS COUNTY DEVELOPMENT CORPORATION, A COLORADO CORPORATION,
DCDC II, INC., A DELAWARE CORPORATION,
EMELINE W. HANEY;
MAE E. HANEY;
MARY ALICE HANEY;
E. MICHELLE HANEY;
MARGARET M. HANEY;
FRANKLIN L. HANEY, II;
COLLEEN K. HUBER,
MSP INVESTMENT CO., A COLORADO GENERAL PARTNERSHIP,
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS,
AND THE TOWN OF CASTLE ROCK, AS THEIR INTERESTS MAY APPEAR

4. The land referred to in this Title Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(for informational purposes only) Vacant Land, Castle Rock, CO 80109

EXHIBIT "A"
Legal Description

DAWSON RIDGE PROJECT PERIMETER DESCRIPTION:

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°55'56"E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL 1:

BEGINNING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. [161972](#), IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 404.37 FEET TO A POINT ON THE WEST LINE OF THE TWIN OAKS ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION;

THENCE ALONG THE WEST LINE OF SAID TWIN OAKS DRIVE RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION, THE FOLLOWING FOUR (4) COURSES:

1. S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;
2. N 87°58'41" E, A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.68 FEET, A CENTRAL ANGLE OF 28°36'44" AND AN ARC LENGTH OF 122.69 FEET;
4. N 59°21'57" E, A DISTANCE OF 23.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF 109.26 FEET;
2. N 17°17'13" E, A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. [8816440](#), SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40'41" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO.

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[2004131453](#), SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

1. S 89°46'16" W, A DISTANCE OF 678.73 FEET;
2. S 00°19'26" W, A DISTANCE OF 600.54 FEET;
3. S 89°29'06" E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W, ALONG SAID EAST LINE, A DISTANCE OF 226.55 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 789.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33;

THENCE N 89°35'18" W, ALONG SAID SOUTH LINE, A DISTANCE OF 5123.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE NORTHEAST CORNER OF KEENE RANCH FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. [9523375](#), SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. [2004051359](#), SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

1. N 00°19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID DEED;
2. S 89°21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1;

THENCE N 00°19'46" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. [9639479](#), SAID DOUGLAS COUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32;

THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST CORNER OF SAID KEENE RANCH FILING NO. 2 PLAT, AND THE SOUTHWEST CORNER OF CASTLE MESA SOUTH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. [145078](#), SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°02'42" E, ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 29 AND ALONG THE SOUTH LINE OF SAID CASTLE MESA SOUTH SUBDIVISION, A DISTANCE OF 2661.01 FEET TO THE SOUTHEAST CORNER OF SAID CASTLE MESA SOUTH SUBDIVISION, BEING THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°55'56" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND;

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. [2004051359](#),

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SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°47'47"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A 1" PIPE WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28, BEING MONUMENTED BY #6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 65°29'17" E, A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING;
THENCE N 00°45'02" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'38" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'02" E, A DISTANCE OF 208.73 FEET;
THENCE N 89°47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING;
THENCE N 89°47'47" W, A DISTANCE OF 208.73 FEET;
THENCE N 00°45'11" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'47" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

COMMENCING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. [161972](#), IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE N 53°44'53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. [8816440](#), SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING;
THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT, THE FOLLOWING THREE (3) COURSES:
1. N 17°17'13" E, A DISTANCE OF 557.93 FEET;
2. S 89°27'27" E, A DISTANCE OF 65.00 FEET;
3. N 00°22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BEING A POINT OF CURVATURE ON THE SOUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT;
THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN [BOOK 680 AT PAGE 920](#), SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:
1. N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF 155.26 FEET;

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THENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22;

THENCE S 89°31'22" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 890.07 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO. [2019088324](#), SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR (4) COURSES:

1. N 00°11'34" E, A DISTANCE OF 900.14 FEET;
2. S 89°48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G;
3. N 00°11'34" E, A DISTANCE OF 842.72 FEET;
4. S 89°48'26" E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 05°35'04" AND AN ARC LENGTH OF 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET;
2. S 15°17'57" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE POINT OF BEGINNING.

SCHEDULE B Exceptions

1. Any facts, rights, interests, or claims that are 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 28, 1887 IN [BOOK P AT PAGE 329](#).
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 10, 1899 IN [BOOK X AT PAGE 514](#), AND RECORDED APRIL 25, 1898 IN [BOOK 12 AT PAGE 85](#).
10. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENT RECORDED SEPTEMBER 18, 1923 IN [BOOK 72 AT PAGE 452](#) AND ON SEPTEMBER 18, 1923 IN [BOOK 72 AT PAGE 453](#).
11. ACCESS RIGHTS TO AND FROM INTERSTATE HIGHWAY 25 AS CONVEYED IN DEED RECORDED DECEMBER 4, 1951 IN [BOOK 103 AT PAGE 402](#).
12. EASEMENTS AND RIGHTS OF WAY IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY AS GRANTED BY INSTRUMENTS RECORDED JULY 5, 1951 IN [BOOK 103 AT PAGE 264](#), ON AUGUST 31, 1951 IN [BOOK 103, PAGE 324](#) ON JULY 5, 1951 IN [BOOK 103 AT PAGE 265](#).
13. EASEMENT TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION LINE FACILITIES AS CONTAINED IN INSTRUMENT RECORDED JULY 24, 1968 IN [BOOK 185 AT PAGE 232](#).
14. EASEMENT TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR

SCHEDULE B
Exceptions
(continued)

UNDERGROUND FACILITIES AS CONTAINED IN INSTRUMENT RECORDED JANUARY 28, 1974 IN [BOOK 258 AT PAGES 529 AND 530](#).

15. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 16, 1980, IN [BOOK 394 AT PAGE 93](#) AND APRIL 27, 1990 IN [BOOK 909 AT PAGE 634](#).
16. EASEMENT AND RIGHT-OF-WAY FOR USE AS A ROADWAY PERMITTING VEHICULAR INGRESS AND EGRESS, AS GRANTED TO ERNEST H. LOWELL AND MILDRED G. LOWELL BY TECHTRACK, LTD., A COLORADO LIMITED PARTNERSHIP, IN THE INSTRUMENT RECORDED JUNE 7, 1983 IN [BOOK 477 AT PAGE 866](#).
17. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS CONTAINED, IN WATER AGREEMENT BETWEEN MSP INVESTMENT CO., A COLORADO GENERAL PARTNERSHIP, UNIQUE MOBILITY, INC., A COLORADO CORPORATION AND TECHTRACK LTD., A COLORADO LIMITED PARTNERSHIP, DATED JULY 15, 1983 AND RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 282](#). MODIFIED BY AGREEMENT FOR DEVELOPMENT OF WATER RIGHTS BY AND BETWEEN MSP INVESTMENT CO. AND BELLAMAH COMMUNITY DEVELOPMENT RECORDED AUGUST 28, 1989 IN [BOOK 869 AT PAGE 939](#) AND BY AGREEMENT FOR DEVELOPMENT OF WATER RIGHTS BY AND BETWEEN MSP INVESTMENT CO. AND BELLAMAH COMMUNITY DEVELOPMENT RECORDED AUGUST 28, 1989 IN [BOOK 869 AT PAGE 992](#).
18. THE EFFECT OF DECLARATION AND CLAIM OF THE DENVER AND COLORADO SPRINGS RAILROAD COMPANY RECORDED DECEMBER 02, 1987 IN [BOOK 763 AT PAGE 783](#).
19. THE EFFECT OF INSTRUMENTS REGARDING ANNEXATION OF SUBJECT PROPERTY TO THE TOWN OF CASTLE ROCK, RECORDED DECEMBER 18, 1984 IN [BOOK 554 AT PAGES 367, 375, 383, 391](#) AND [399](#) AND UNDER RECEPTION NOS. [343342](#), [343343](#), [343344](#), [343345](#) AND [343346](#).
20. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BY AND BETWEEN WESTFIELD METROPOLITAN DISTRICT NO. 1 AND MSP INVESTMENT CO. RECORDED JULY 17, 1990 IN [BOOK 921 AT PAGE 862](#) AS AMENDED BY INSTRUMENTS RECORDED NOVEMBER 15, 1990 IN [BOOK 939 AT PAGES 857](#) AND [869](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. [2013046523](#).
22. RIGHT OF WAY EASEMENT AS GRANTED TO PLATEAU NATURAL GAS COMPANY, A COLORADO CORPORATION IN INSTRUMENT RECORDED MAY 13, 1966, IN [BOOK 170 AT PAGE 25](#). CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 26, 1970 IN [BOOK 202 AT PAGE 365](#).
23. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF TWIN OAKS RECORDED JUNE 21, 1973 UNDER RECEPTION NO. [161972](#).
24. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED MAY 3, 2021 UNDER RECEPTION NO. [2021056803](#).

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25. THE EFFECT OF STATE DEPARTMENT OF HIGHWAYS PERMIT FOR ACCESS APPROACH, RECORDED MAY 03, 1984 IN [BOOK 519 AT PAGE 735](#).
26. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING P.U.D. PLAN FOR CASTLE ROCK RANCH RECORDED NOVEMBER 20, 1986 IN [BOOK 680 AT PAGE 909](#).
27. ANY AND ALL WELLS AND WELL RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND RESERVOIRS RIGHTS, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 312](#), AND IN INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 355](#); INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 367](#); INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 382](#) AND INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 384](#), AND INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 413](#), AND INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 425](#); AND INSTRUMENT RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 396](#).
28. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS CONTAINED IN DECLARATION, OF PROTECTIVE COVENANTS RECORDED JULY 18, 1983 IN [BOOK 483 AT PAGE 340](#).
29. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 84-33 RECORDED JANUARY 30, 1984 IN [BOOK 554 AT PAGE 427](#).
30. THE EFFECT OF THE CASTLE ROCK RANCH P.U.D. PRELIMINARY PLAN AS DISCLOSED BY INSTRUMENT RECORDED DECEMBER 18, 1984 AS RECEPTION NO. [343350](#).
31. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ANNEXATION AND DEVELOPMENT CONTRACT BY AND BETWEEN THE TOWN OF CASTLE ROCK AND BELLAMAH COMMUNITY DEVELOPMENT RECORDED DECEMBER 18, 1984 IN [BOOK 554 AT PAGE 543](#).
32. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED JUNE 14, 1984 IN [BOOK 478 AT PAGE 732](#).
33. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIEN RIGHTS (IF ANY) WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, AND ANY AND ALL SUPPLEMENTS, AMENDMENTS AND ANNEXATIONS THERETO, SET FORTH IN THE DECLARATION RECORDED AUGUST 18, 1986 IN [BOOK 659, PAGE 785](#) AND AMENDED APRIL 22, 1987 IN [BOOK 715 AT PAGE 692](#).
34. THE EFFECT OF DAWSON RIDGE PRE P.U.D SITE PLAN, RECORDED NOVEMBER 20, 1986 AS RECEPTION NO. [8625697](#).

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Exceptions
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35. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDINANCE NO. 86-19 RECORDED NOVEMBER 20, 1986 IN [BOOK 680 AT PAGE 955](#).
36. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN DRAFT MASTER PLAN RECORDED DECEMBER 10, 1986 IN [BOOK 686 AT PAGE 630](#).
37. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN BY-LAWS OF THE DAWSON RIDGE COMMUNITY ASSOCIATION RECORDED FEBRUARY 13, 1987 IN [BOOK 700 AT PAGE 799](#).
38. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING A RECORDED MARCH 18, 1987 AT RECEPTION NO. [8707610](#) AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN [BOOK 818 AT PAGE 272](#).
39. THE EFFECT OF DAWSON RIDGE FILING A FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS DOCUMENT NO. [8707611](#).
40. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE-FILING B, RECORDED MARCH 18, 1987 AT RECEPTION NO. [8707612](#) AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN [BOOK 818 AT PAGE 274](#).
41. THE EFFECT OF DAWSON RIDGE - FILING B FINAL P.U.D. SITE PLAN, RECORDED MARCH 18, 1987 AS RECEPTION NO. [8707613](#).
42. NOTES, EASEMENTS AND RIGHTS OF WAY AS CONTAINED ON THE PLAT OF DAWSON RIDGE FILING NO. 11 RECORDED MARCH 18, 1987 AT RECEPTION NO. [8707614](#) AND AS CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN [BOOK 818 AT PAGE 276](#).
43. THE EFFECT OF DAWSON RIDGE FILING NO. 11 FINAL SITE PLAN RECORDED MARCH 18, 1987 AS DOCUMENT NO. [8707615](#).
44. EASEMENT AND RIGHT OF WAY FOR UTILITIES PURPOSES, AS GRANTED TO THE PUBLIC BY BELLAMAH COMMUNITY DEVELOPMENT, IN THE INSTRUMENT RECORDED APRIL 8, 1987 IN [BOOK 712 PAGE 444](#), AFFECTING A STRIP OF LAND 10,00 FEET WIDE IN THE S 1/2 OF SECTION.
- NOTE: QUIT CLAIM OF THE TOWN OF CASTLE ROCK'S INTEREST IN SAID EASEMENT RECORDED OCTOBER 20, 1988 IN [BOOK 821 AT PAGE 149](#).
45. EASEMENT AND RIGHT OF WAY FOR UTILITIES, GRANTED TO THE PUBLIC BY BELLAMAH COMMUNITY DEVELOPMENT, IN THE INSTRUMENT RECORDED APRIL 8, 1987 IN [BOOK 712, PAGE 447](#), AFFECTING A STRIP OF LAND 10.00 FACT WIDE IN THE SOUTH HALF OF SECTION 22,

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Exceptions
(continued)

NOTE: QUIT CLAIM OF THE TOWN OF CASTLE ROCK'S INTEREST IN SAID EASEMENT RECORDED OCTOBER 20, 1988 IN [BOOK 821 AT PAGE 149](#).

46. EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION AND CONTINUED OPERATION, MAINTENANCE, INSPECTION, REPAIR, ALTERATION AND REPLACEMENT OF AN UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM, UNDERGROUND CABLES, WIRES, CONDUITS, MANHOLES, SPLICING BOXES, TESTING TERMINALS LOCATED ON THE SURFACE OR UNDERGROUND AND OTHER ATTACHMENTS AND INCIDENTAL EQUIPMENT AND APPURTENANCES, AS GRANTED TO THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, A COLORADO CORPORATION BY BELLAMAH COMMUNITY DEVELOPMENT, A NEW MEXICO GENERAL PARTNERSHIP, BY INSTRUMENT RECORDED JUNE 5, 1987 IN [BOOK 726 AT PAGE 15](#).
47. ANY LOSS OR DAMAGE OR CLAIM OF LOSS OR DAMAGE BY REASON OF EASEMENTS AND RIGHTS OF WAY FOR PEOPLES NATURAL GAS COMPANY EQUIPMENT, MAINS AND APPURTENANCES, VARIOUS UNDERGROUND WATER MAINS CONNECTING FROM THE EXISTING WELLS TO WATER TREATMENT AND STORAGE FACILITIES, OVERHEAD POWER LINES, FENCES NOT LOCATED ON PROPERLY LINES BY INSTRUMENT RECORDED AUGUST 7, 1987 IN [BOOK 739 AT PAGE 979](#).
48. EASEMENT AND RIGHT OF WAY FOR UTILITIES AS GRANTED TO THE PUBLIC BY BELLAMAH COMMUNITY DEVELOPMENT BY INSTRUMENT RECORDED OCTOBER 28, 1987 IN [BOOK 756, PAGE 352](#).
49. THE EFFECT OF A NOTICE AND MEMORANDUM OF CONTRACTS BY AND BETWEEN DAWSON RIDGE METROPOLITAN DISTRICTS 1,2,3,4 AND 5 RECORDED FEBRUARY 15, 1988 IN [BOOK 841 AT PAGE 551](#), [BOOK 841 AT PAGE 558](#), [BOOK 841 AT PAGE 561](#) AND [BOOK 841 AT PAGE 564](#).
50. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED IN THE RECORDED PLAT OF DAWSON RIDGE RECREATION CENTER NO. 1 RECORDED AUGUST 16, 1988 AS RECEPTION NO. [8818610](#) AND CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 1988 IN [BOOK 818 AT PAGE 278](#).
51. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED IN RESERVATION OF EASEMENT RECORDED AUGUST 16, 1988 IN [BOOK 808 AT PAGE 682](#).
52. EASEMENT AND RIGHT OF WAY FOR UTILITY PURPOSES, AS GRANTED TO THE PUBLIC BY BELLAMAH COMMUNITY DEVELOPMENT, A NEW MEXICO GENERAL PARTNERSHIP, IN INSTRUMENT RECORDED OCTOBER 6, 1988 [BOOK 818 PAGE 338](#).
53. RESERVATION OF A 10 FOOT UTILITY EASEMENT BY THE TOWN OF CASTLE ROCK OVER A PORTION OF PROPERTY IN SECTION 22, BY INSTRUMENT RECORDED OCTOBER 11, 1988 IN [BOOK 819 AT PAGE 92](#).
54. GRANT OF UTILITY EASEMENTS BY BELLAMAH COMMUNITY DEVELOPMENT TO THE PUBLIC, 10 FEET IN WIDTH IN SECTION 22, AS GRANTED BY INSTRUMENT RECORDED OCTOBER 20, 1988 IN [BOOK 821 AT PAGE 145](#).
55. GENERAL RIGHT OF WAY EASEMENT AS GRANTED BY BELLAMAH COMMUNITY DEVELOPMENT TO THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION OVER A PORTION OF SECTION 22,

SCHEDULE B
Exceptions
(continued)

RECORDED NOVEMBER 10, 1988 IN [BOOK 825 AT PAGE 72](#).

56. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN FACILITIES DEVELOPMENT FEE AGREEMENT RECORDED FEBRUARY 28, 1989 IN [BOOK 842 AT PAGE 911](#).
57. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN SUSPENSION AGREEMENT RECORDED OCTOBER 21, 1992 IN [BOOK 1092, PAGE 1719](#) AND RE-RECORDED DECEMBER 7, 1992 IN [BOOK 1100 AT PAGE 117](#).
58. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF SPECIAL DISTRICT RECORDED JANUARY 11, 1993 IN [BOOK 1106 AT PAGE 1284](#).
59. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 84-28 FOR ANNEXATION RECORDED DECEMBER 18, 1984 IN [BOOK 554 AT PAGE 498](#).
60. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED MARCH 26, 1986 IN [BOOK 631 AT PAGE 244](#).
61. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE 86-27 FOR ZONING RECORDED NOVEMBER 20, 1986 IN [BOOK 680 AT PAGE 923](#).
62. TERMS, CONDITIONS AND PROVISIONS OF RIGHT-OF-WAY EASEMENT RECORDED SEPTEMBER 16, 1987 IN [BOOK 747 AT PAGE 83](#).
63. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED FEBRUARY 27, 1989 IN [BOOK 842 AT PAGE 780](#).
64. TERMS, CONDITIONS AND PROVISIONS OF WESTFIELD TRADE CENTER SITE PLAN RECORDED MARCH 1, 1989 UNDER RECEPTION NO. [8904501](#).
65. TERMS, CONDITIONS AND PROVISIONS OF 2ND AMENDED WESTFIELD TRADE CENTER SITE PLAN RECORDED MARCH 1, 1989 UNDER RECEPTION NO. [8904502](#).
66. THE EFFECT OF ORDER AND DECREE FOR WESTFIELD METROPOLITAN DISTRICT NO. 1 RECORDED OCTOBER 31, 1985 IN [BOOK 604 AT PAGE 382](#).
67. THE EFFECT OF ORDER AND DECREE FOR WESTFIELD METROPOLITAN DISTRICT NO. 2 RECORDED OCTOBER 31, 1985 IN [BOOK 604 AT PAGE 393](#).
68. DEED OF TRUST DATED MARCH 1, 1996 FROM CASTLE ROCK RANCH PUBLIC IMPROVEMENTS AUTHORITY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION AND BFC GUARANTY CORP. TO SECURE THE SUM OF \$66,975,000.00 RECORDED APRIL 1, 1996 IN [BOOK 1329 AT PAGE 1757](#).
69. DEED OF TRUST DATED MARCH 29, 1996, FROM DCDC II, INC. A DELAWARE CORPORATION TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR THE USE OF BFC FINANCE CORP., A DELAWARE CORPORATION, TO SECURE THE SUM OF \$9,310,689.07, RECORDED APRIL 1, 1996 IN [BOOK 1329 AT PAGE 1788](#).
70. DEED OF TRUST IN THE AMOUNT OF \$6,700,000.00, FROM DAWSON TRAILS I, LLC A COLORADO

SCHEDULE B
Exceptions
(continued)

LIMITED LIABILITY COMPANY, AS TRUSTOR, TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY FOR SWQ LLC, A COLORADO LIMITED LIABILITY COMPANY, AS BENEFICIARY, DATED MAY 5, 2021, RECORDED MAY 06, 2021 UNDER RECEPTION NO. [2021059176](#).

END OF EXCEPTIONS

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

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

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

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

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

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

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

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

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

LIMITATIONS OF LIABILITY

(continued)

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

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.