



TITLE DEPARTMENT – DELIVERY TRANSMITTAL
4532 McMurry Ave., Suite 210
Fort Collins, CO 80525
Phone: (970) 493-3051 Fax: (866) 828-9540

DATE: September 17, 2009
FILE NUMBER: 597-H0254892-081-KA3
PROPERTY ADDRESS: TBD St. Vrain Road, Longmont, CO
OWNER/BUYER: Skeffington Investments, LLC, a Colorado limited liability company / TBD
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R0050696

PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:

Transmittal: ;
Schedule A: ;
Schedule B - Section 1 Requirements: ;
Schedule B - Section 2 Exceptions:

Should you have any questions regarding these materials, or our new on-line transaction management program TitleVault, please contact Heritage Title Company at the above phone number. We sincerely thank you for your business.



TO: Heritage Title Company
Fort Collins Escrow
4532 McMurry Avenue, Suite 210
Fort Collins, CO 80525
ATTN: Kathy Sullivan
PHONE: (970) 493-3051
FAX: (866) 871-2840
E-MAIL: ksullivan@heritagetco.com
DELIVERY: E-MAIL
NO. OF COPIES: 1

TO: Rocky Mountain Estate Brokers Realty, LL
24 Oak Ave.
Eaton, CO 80615
ATTN: Bob Johnson
PHONE: (970) 454-1010
FAX: (970) 454-0505
E-MAIL: bjauction@comcast.net
DELIVERY: Email
NO. OF COPIES: 1
If checked, supporting documentation enclosed

TO: Dave
ATTN:
PHONE:
FAX:
E-MAIL: david@whitleyauction.com
DELIVERY: Email
NO. OF COPIES: 1
If checked, supporting documentation enclosed

END OF TRANSMITTAL



Heritage  
Title Company

Making Transactions Personal

[www.heritagetco.com](http://www.heritagetco.com)

***NOTICE...NEW TITLE COMMITMENT***

Please find attached either a replacement Title Commitment or a new Title Commitment for your proposed transaction.

The Commitment Cover will now reflect our new underwriter “**Lawyers Title Insurance Corporation**”.

The insurance premiums reflect the filed rates and discounts available with **Lawyers Title Insurance Corporation**.

Please contact your local HTCO Representative if you have any questions regarding this commitment.

HTCO, a team you can count on...  
Insurance underwritten by  
**Lawyers Title Insurance Corporation**  
Backed by the strength of  
Fidelity National Financial



**TITLE DEPARTMENT – DELIVERY TRANSMITTAL**  
4532 McMurry Ave., Suite 210  
Fort Collins, CO 80525  
Phone: (970) 493-3051 Fax: (866) 828-9540

Date: September 17, 2009

**RE: Buyer/Borrower: TBD**  
**Seller(s): Skeffington Investments, LLC, a Colorado limited liability company**  
**Property Address: TBD St. Vrain Road, Longmont, CO**

**Commitment Number: 597-H0254892-081-KA3**

**Your Reference Number:**

We would like to thank you for choosing Heritage Title Company for your title insurance needs.

Schedule/Tax Parcel Number: R0050696

For all of your closing needs, your Escrow Officer is: Kathy Sullivan: Please feel free to contact your closer at: (970) 493-3051, fax: (866) 871-2840, email: [ksullivan@heritagetco.com](mailto:ksullivan@heritagetco.com), 4532 McMurry Avenue, Suite 210 Fort Collins, CO 80525 .

Once again, thank you for your business, and please feel free to contact your Business Development Representative for a log-in and password to TitleVault our new on-line transaction management program. We look forward to serving all of your title needs.



Sincerely,

Heritage Title Company

**Lawyers Title Insurance Corporation**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 597-H0254892-081-KA3

**1. Effective Date:** September 4, 2009 at 7:00 A.M.

**2. Policy or policies to be issued:**

<b>Proposed Insured</b>	<b>Policy Amount</b>
<b>(a) ALTA 2006 Standard Owner's Policy</b>	<b>\$1,000,000.00</b>
<b>TBD</b>	<b>\$</b>
	<b>\$</b>

**3. Fee Simple interest in the land described in this Commitment is owned, at the Effective Date by:**

**Skeffington Investments, LLC, a Colorado limited liability company**

**4. The land referred to in this Commitment is described as follows:**

See Attached Legal Description

(for informational purposes only) TBD St. Vrain Road, Longmont, CO

**PREMIUMS:**

**Owners Coverage: \$1,175.00**

**Tax Cert: \$30.00**

## Attached Legal Description

That portion of the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, Described as follows:

Beginning at the Southwest corner of said Section 36; thence North 89°30' East 150.0 feet to the True Point of Beginning; thence North 89°30' East, 860.33 feet along the South line of Section 36; thence North 19°12' West, 137.75 feet along the center line of the Rough and Ready Ditch; thence North 36°13' West, 180.65 feet; thence North 26° 51' West, 163.50 feet; thence North 23°51' West, 229.13 feet; thence North 40° 05' West, 238.30 feet; thence North 45° 44' West, 331.90 feet; thence North 62° 56' West, 139.30 feet; thence North 79°00' West, 155.45 feet; thence South 1°12' West, 997.35 feet along the West line of Section 36; thence North 89°30' East, 150.00 feet; thence South 1°12' West, 150.0 feet more or less to the True Point of Beginning; except that part thereof lying within the Rough and Ready Ditch;

And except that part described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 447.7 feet to the True Point of Beginning; thence North 1°12' West, 140.0 feet along the West line of the Southwest 1/4 of said Section 36; thence North 89° 30' East, 312.0 feet parallel with the South line of said Southwest 1/4; thence South 1°12' East, 140.0 feet parallel with the West line of the Southwest Quarter of said Section 36; thence South 89°30' West, 312.0 feet parallel with the South line of the Southwest quarter of said Section 36 to the True Point of Beginning.

And except a tract of land situate in the Southwest 1/4 of section 36, Township 3 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 185 feet; thence North 89°30' East, 312.00 feet parallel to the South line of said Southwest 1/4; thence South 1°12' East, 185 feet parallel to the West line of the Southwest 1/4 of said Section 36; thence South 89°30' West, 312 feet more or less along the South line of the Southwest 1/4 of said Section 36 to the True Point of Beginning.

And except a tract of land situate in the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 727.7 feet to the True Point of Beginning; thence North 1°12' West, 140.0 feet; thence North 89° 30' East, 312.00 feet parallel to the South line of said Southwest 1/4; thence South 1°12' East, 140 feet parallel to the West line of the Southwest 1/4 of said Section 36; thence South 89°30' West, 312 feet parallel to the South line of the Southwest Quarter of said Section 36 to the True Point of Beginning.

And except a tract of land situated in the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., Boulder County, Colorado, described as follows: Beginning at the Southwest corner of said Section 36; thence North 89°30' East 734.0 feet along the South line of said Section 36 to the True Point of Beginning; thence North 89°30' East 276.3 feet along said South line of Section 36 to the center of the Rough and Ready Ditch; thence along the center of said ditch North 19°12' West 137.75 feet; thence North 36°13' West 180.65 feet; thence North 26°51' West 163.5 feet; thence North 23°51' West 92.0 feet leaving said ditch at this point; thence South 89°18' West 177.6 feet; thence South 1°13' East 190.0 feet; thence South 56°37' East 190.0 feet; thence South 1°00' East 211.3 feet more or less, to the True Point of Beginning.

All in the County of Boulder, State of Colorado.

**SCHEDULE B – Section 1  
Requirements**

**The following requirements must be met:**

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. The following document satisfactory to us must be signed, delivered and recorded:  
Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2(a).
- e. The following document satisfactory to us must be signed, delivered and recorded:  
Release of the Deed of Trust from Skeffington Investments, LLC, a Colorado limited liability company to the Public Trustee of Boulder County for the benefit of Western States Bank to secure an indebtedness in the principal sum of \$100,000.00, and any other amounts and/or obligations secured thereby, dated October 24, 2007 and recorded November 8, 2007 at Reception No. 2893906.
- f. The following document satisfactory to us must be signed, delivered and recorded:  
Statement of Authority for Skeffington Investments, LLC, a Colorado limited liability company, evidencing the existence of the entity and authority of the person authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by CRS 38-30-172 and/or 38-30-108.5.
- g. The Affidavit and Indemnity signed by Skeffington Investments, LLC, a Colorado limited liability company, and notarized.

NOTE: IF THE SALES PRICE OF THE SUBJECT PROPERTY EXCEEDS \$100,000.00 THE SELLER SHALL BE REQUIRED TO COMPLY WITH THE DISCLOSURE OR WITHHOLDING PROVISIONS OF C.R.S. 39-22-604.5 (NONRESIDENT WITHHOLDING).

END OF REQUIREMENTS

**SCHEDULE B – Section 2****Exceptions**

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

1. Any facts, rights, interests or claims that are shown by the Public Records but which 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 encroachments, encumbrances, 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 Public Records.
4. Any lien or right to a lien, for services, labor or material 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. (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 of by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water right, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Terms, agreements, provisions, conditions and obligations as contained in Application for Water Tap Outside City Limits recorded June 17, 1968 at Reception No. 881855.
10. Terms, agreements, provisions, conditions and obligations as contained in Notice of general description of area served by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 768891.
11. Right of way for utility purposes, as reserved by J.B. Price and Maxine L. Price in the Deed recorded May 10, 1967 as Reception No. 846179.
12. Reservation for utility easements as contained in Quit Claim Deed recorded December 28, 1995 as Reception No. 1572870.
13. Right of way for road purposes over the Westerly and Southerly boundary lines of subject property as disclosed on map of Skeffington Annexation recorded August 14, 2007 at Reception No. 2875924.
14. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement recorded August 14, 2007 at Reception No. 2875927.

**SCHEDULE B – Section 2**

**Exceptions (Continued)**

15. Inclusion of subject property within the Northern Colorado Water Conservancy District as disclosed by Order for Inclusion recorded February 24, 2009 at Reception No. 2981028.

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

**TO Heritage Title Company** a Colorado Corporation and Lawyers Title Insurance Corporation, a Nebraska Corporation.

- 1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen’s liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: **TBD St. Vrain Road, Longmont, CO**

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **Heritage Title Company**, a Colorado Corporation and Lawyers Title Insurance Corporation, a Nebraska Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Skeffington Investments, LLC, a Colorado limited liability company

State of Colorado } ss:  
County of **Boulder**

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Skeffington Investments, LLC, a Colorado limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

That portion of the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, Described as follows:

Beginning at the Southwest corner of said Section 36; thence North 89°30' East 150.0 feet to the True Point of Beginning; thence North 89°30' East, 860.33 feet along the South line of Section 36; thence North 19°12' West, 137.75 feet along the center line of the Rough and Ready Ditch; thence North 36°13' West, 180.65 feet; thence North 26° 51' West, 163.50 feet; thence North 23°51' West, 229.13 feet; thence North 40° 05' West, 238.30 feet; thence North 45° 44' West, 331.90 feet; thence North 62° 56' West, 139.30 feet; thence North 79°00' West, 155.45 feet; thence South 1°12' West, 997.35 feet along the West line of Section 36; thence North 89°30' East, 150.00 feet; thence South 1°12' West, 150.0 feet more or less to the True Point of Beginning; except that part thereof lying within the Rough and Ready Ditch;

And except that part described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 447.7 feet to the True Point of Beginning; thence North 1°12' West, 140.0 feet along the West line of the Southwest 1/4 of said Section 36; thence North 89° 30' East, 312.0 feet parallel with the South line of said Southwest 1/4; thence South 1°12' East, 140.0 feet parallel with the West line of the Southwest Quarter of said Section 36; thence South 89°30' West, 312.0 feet parallel with the South line of the Southwest quarter of said Section 36 to the True Point of Beginning.

And except a tract of land situate in the Southwest 1/4 of section 36, Township 3 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 185 feet; thence North 89°30' East, 312.00 feet parallel to the South line of said Southwest 1/4; thence South 1°12' East, 185 feet parallel to the West line of the Southwest 1/4 of said Section 36; thence South 89°30' West, 312 feet more or less along the South line of the Southwest 1/4 of said Section 36 to the True Point of Beginning.

And except a tract of land situate in the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., described as follows: Beginning at the Southwest corner of said Section 36; thence North 1°12' West, 727.7 feet to the True Point of Beginning; thence North 1°12' West, 140.0 feet; thence North 89° 30' East, 312.00 feet parallel to the South line of said Southwest 1/4; thence South 1°12' East, 140 feet parallel to the West line of the Southwest 1/4 of said Section 36; thence South 89°30' West, 312 feet parallel to the South line of the Southwest Quarter of said Section 36 to the True Point of Beginning.

And except a tract of land situated in the Southwest 1/4 of Section 36, Township 3 North, Range 69 West of the 6th P.M., Boulder County, Colorado, described as follows: Beginning at the Southwest corner of said Section 36; thence North 89°30' East 734.0 feet along the South line of said Section 36 to the True Point of Beginning; thence North 89°30' East 276.3 feet along said South line of Section 36 to the center of the Rough and Ready Ditch; thence along the center of said ditch North 19°12' West 137.75 feet; thence North 36°13' West 180.65 feet; thence North 26°51' West 163.5 feet; thence North 23°51' West 92.0 feet leaving said ditch at this point; thence South 89°18' West 177.6 feet; thence South 1°13' East 190.0 feet; thence South 56°37' East 190.0 feet; thence South 1°00' East 211.3 feet more or less, to the True Point of Beginning.

All in the County of Boulder, State of Colorado.

**STANDARD**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY**

**Heritage Title Company**

**ON BEHALF OF  
Lawyers Title Insurance Corporation**



LAWYERS TITLE INSURANCE CORPORATION, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligations under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Lawyers 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.

**Lawyers Title Insurance Corporation**

Attest:

A handwritten signature in black ink, appearing to be "M. J. ...", written over a horizontal line.

Secretary



By:

A handwritten signature in black ink, appearing to be "Robert M. ...", written over a horizontal line.

President

**AGREEMENT TO ISSUE POLICY**

**Lawyers Title Insurance Corporation and/or Heritage Title Company**, referred to in this commitment as the Company, agrees to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in the Commitment have not been met within six months after the Commitment date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Disclosures and Conditions contained in this Commitment.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B attached.

**CONDITIONS AND STIPULATIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).*
6. Schedule B – Section 1 – Includes the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the Office of the Clerk and Recorder of the county in which said property is located.

**DISCLOSURES**

**NOTICE TO PROSPECTIVE OWNERS**

(A STATEMENT MADE AS REQUIRED BY COLORADO INSURANCE REGULATION)

**GAP PROTECTION**

When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time of recording or filing.

**MECHANIC'S LIEN PROTECTION**

If you are a buyer of a single family residence you may request mechanic's lien coverage to be issued on your policy of insurance.

If the property being purchased has not been the subject of construction, improvements or repair in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller.

If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others.

The general requirements stated above are subject to the revision and approval of the Company.

**SPECIAL TAXING DISTRICT NOTICE**

(A Notice Given In Conformity With Section 10-11-122 C.R.S.)

The subject land may be located in a special taxing district, a certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent, and 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.

**PRIVACY PROMISE FOR CUSTOMERS**

We will not reveal nonpublic personal information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

**CONSUMER DECLARATION STATEMENT**

This Commitment for Title Insurance may include a Schedule B exception reference to recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate. If such reference is made, 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. The referenced mineral estate may include the right to enter and use the property without the surface estate owner's permission. You may be able to obtain title insurance coverage regarding and such reference mineral estate severance and its affect upon your ownership. Ask your title company representative for assistance with this issue.

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Effective Date 5/1/2008

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Fidelity National Financial, Inc.  
**Privacy Statement (Continued)**

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement