



## Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **SC55081288-4**

Date: **04/13/2020**

Property Address: **0 CLOVERLEAF ROAD, 0 CARIBOU DRIVE WEST, 0 LEGGINS WAY, 0 HARNESS ROAD, 0 BOWSTRING ROAD, 730 WEST CARIBOU DRIVE, 1535 BOWSTRING ROAD, MONUMENT, CO 80132**

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

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#### For Closing Assistance

Kristen DeHerrera  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0243 (Work)  
(877) 334-2012 (Work Fax)  
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Company License: CO44565

#### Closers Assistant

Andrea Goller  
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#### For Title Assistance

Robert Hayes  
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[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

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PROTERRA PROPERTIES, LLC  
Attention: ANDREW BIGGS  
1846 WOODMOOR DRIVE, SUITE 100  
MONUMENT, CO 80132  
(719) 649-5298 (Work)  
[abiggs@proterraco.com](mailto:abiggs@proterraco.com)  
Delivered via: Electronic Mail

DAVIS & CERIANI  
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DENVER, CO 80202  
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(303) 534-4618 (Work Fax)  
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PROTERRA PROPERTIES, LLC  
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RBK  
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PROTERRA PROPERTIES, LLC  
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QUANTUM COMMERCIAL GROUP, INC.  
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(719) 590-1717 (Work)  
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[jmason@quantumcommercial.com](mailto:jmason@quantumcommercial.com)  
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TRUST FOR GARY E WALTERS UTA  
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360 PALM SPRINGS DRIVE  
COLORADO SPRINGS, CO 80921  
(719) 488-5656 (Work)  
gwaltersgroup@gmail.com  
Delivered via: Electronic Mail

TRUST FOR ARTICLE X UTA  
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360 PALM SPRINGS DRIVE  
COLORADO SPRINGS, CO 80921  
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Delivered via: Electronic Mail

TRUST FOR KATHLEEN D WALTERS UTA  
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4865 NIGHTINGALE DRIVE  
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QUANTUM COMMERCIAL, INC.  
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101 NORTH CASCADE AVENUE, SUITE 200  
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MULLIKEN WEINER BERG & JOLIVET PC  
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jolivet@mullikenlaw.com  
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MULLIKEN WEINER BERG & JOLIVET PC  
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Land Title Guarantee Company
Estimate of Title Fees

Order Number: SC55081288-4 Date: 04/13/2020

Property Address: 0 CLOVERLEAF ROAD, 0 CARIBOU DRIVE WEST, 0 LEGGINS WAY, 0 HARNESS ROAD, 0 BOWSTRING ROAD, 730 WEST CARIBOU DRIVE, 1535 BOWSTRING ROAD, MONUMENT, CO 80132

Parties: PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
TRUST FOR GARY E. WALTERS UTA 12/22/94, A COLORADO TRUST, AS TO AN UNDIVIDED 33.34% INTEREST AND TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND AND TRUST FOR ARTICLE X UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AS TO AN UNDIVIDED 26.83% INTEREST, AS TO PARCELS 1-C, 3-B AND 4-B AND TRUST FOR GARY E. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND TRUST FOR ARTICLE X UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND AND WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AS TO AN UNDIVIDED 26.83% INTEREST, (AS TO PARCELS 1-2)

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

Table with 2 columns: Description and Amount. Title: Estimate of Title insurance Fees. Rows include 'ALTA' Owner's Policy 06-17-06 (\$1,763.00), Deletion of Standard Exception(s) (\$100.00), and various Tax Certificates (\$26.00 each). Total \$2,097.00. Includes a note about closing collection and a 'Thank you for your order!' message.

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal

assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 11/10/2011 under reception no. 211111388](#)

[El Paso county recorded 10/21/2010 under reception no. 210105634](#)

[El Paso county recorded 08/04/2010 under reception no. 210074674](#)

[El Paso county recorded 04/02/2008 under reception no. 208037587](#)

[El Paso county recorded 03/31/2008 under reception no. 208035682](#)

[El Paso county recorded 03/31/2008 under reception no. 208035680](#)

[El Paso county recorded 03/31/2008 under reception no. 208035679](#)

[El Paso county recorded 03/31/2008 under reception no. 208035678](#)

**Plat Map(s):**

[El Paso county recorded 02/16/1972 under reception no. 863562 at book U2 page 51](#)

[El Paso county recorded 03/14/1972 under reception no. 869701 at book U2 page 66](#)

[El Paso county recorded 08/23/1972 under reception no. 912153 at book W2 page 26](#)

[El Paso county recorded 08/23/1972 under reception no. 912155 at book W2 page 27](#)

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule A

Order Number: SC55081288-4

#### Property Address:

0 CLOVERLEAF ROAD, 0 CARIBOU DRIVE WEST, 0 LEGGINS WAY, 0 HARNESS ROAD, 0 BOWSTRING ROAD, 730 WEST CARIBOU DRIVE, 1535 BOWSTRING ROAD, MONUMENT, CO 80132

#### 1. Effective Date:

04/08/2020 at 5:00 P.M.

#### 2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

\$605,000.00

Proposed Insured:

PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A Fee Simple

#### 4. Title to the estate or interest covered herein is at the effective date hereof vested in:

TRUST FOR GARY E. WALTERS UTA 12/22/94, A COLORADO TRUST, AS TO AN UNDIVIDED 33.34% INTEREST AND TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND AND TRUST FOR ARTICLE X UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AS TO AN UNDIVIDED 26.83% INTEREST, AS TO PARCELS 1-C, 3-B AND 4-B AND TRUST FOR GARY E. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND TRUST FOR ARTICLE X UTA 12/22/94 AS TO AN UNDIVIDED 24.39% INTEREST AND AND WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AS TO AN UNDIVIDED 26.83% INTEREST, (AS TO PARCELS 1-2)

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

##### PARCEL 1

A PARCEL OF LAND BEING ALL OF THAT PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, BEING A PORTION OF TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66, TOGETHER WITH ALL OF TRACT H, WOODMOOR GREENS RECORDED IN BOOK U-2 AT PAGE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 10377 1997 30.00 WC" AND THE 30.0' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMPED "LS 2692", SAID LINE BEARING S 89° 54' 49" E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE N 23° 36' 18" W A DISTANCE OF 971.92 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55081288-4

TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER:

THENCE ON SAID SOUTHWESTERLY LINE, N 47°53'03"W A DISTANCE OF 244.83 FEET, TO THE SOUTHWESTERLY CORNER OF TRACT H, WOODMOOR GREENS PLAT RECORDED IN BOOK U-2 AT PAGE 51;

THENCE ON THE PERIMETER OF SAID TRACT H, THE FOLLOWING THREE (3) COURSES:

1. N 33°23'09"W A DISTANCE OF 130.11 FEET, TO A POINT OF NON-TANGENT CURVE, ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEGGINS WAY;
2. ON SAID SOUTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 33°24'06"E, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 15°37'05" AND AN ARC LENGTH OF 81.78 FEET, TO A POINT OF NON-TANGENT;
3. S 52°28'59"E A DISTANCE OF 196.68 FEET, TO A POINT ON THE WESTERLY LINE OF SAID TRACT B, WOODMOOR PLACER;

THENCE ON SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N 81°20'01"E A DISTANCE OF 130.03 FEET;
2. N 26°20'33"E A DISTANCE OF 511.07 FEET;
3. N 52°03'56"E A DISTANCE OF 451.83 FEET;
4. N 17°03'30"W A DISTANCE OF 222.24 FEET;
5. N 07°26'50"W A DISTANCE OF 104.67 FEET;

THENCE DEPARTING THE WESTERLY LINE OF SAID TRACT B, THE FOLLOWING TWELVE (12) COURSES:

1. N 84°15'58"E A DISTANCE OF 126.43 FEET, TO A POINT OF NON-TANGENT CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N46°46'54"E, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT;
3. N 85°02'46"E A DISTANCE OF 42.49 FEET;
4. S 08°08'16"E A DISTANCE OF 85.83 FEET, TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
6. S 00°26'47"W A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
8. S 52°15'31"E A DISTANCE OF 287.37 FEET, TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 24°42'05" AND AN ARC LENGTH OF 245.74 FEET, TO A POINT OF NON-TANGENT;
10. N 59°24'51"E A DISTANCE OF 103.30 FEET, TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 01°14'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;
12. N 58°10'49"E A DISTANCE OF 124.49 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CLOVERFIELD ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N 54°21'17"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 15°15'51" AND AN ARC LENGTH OF 109.23 FEET, TO A POINT OF NON-TANGENT;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

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2. S 50°58'07"E A DISTANCE OF 104.84 FEET, TO A POINT OF NON-TANGENT CURVE;  
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 39°04'09"W, HAVING A RADIUS OF 269.73 FEET, A CENTRAL ANGLE OF 95°15'09" AND AN ARC LENGTH OF 448.43 FEET, TO A POINT OF NON-TANGENT;  
4. S 44°20'00"W A DISTANCE OF 278.41 FEET, TO A POINT OF NON-TANGENT CURVE;  
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S 45°13'59"E, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 15°03'35" AND AN ARC LENGTH OF 81.48 FEET, TO A POINT OF NON-TANGENT, SAID POINT BEING ON THE SOUTHERLY LINE OF SAID TRACT B, WOODMOOR PLACER;

THENCE ON SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES:

1. N 61°02'18"W A DISTANCE OF 958.19 FEET;  
2. N 60°38'25"W A DISTANCE OF 314.83 FEET;  
3. N 83°12'34"W A DISTANCE OF 466.58 FEET, TO THE POINT OF BEGINNING;

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 38252 FOR AND ON BEHALF OF  
JR ENGINEERING, LLC

PARCEL 2

DESCRIPTION 02 PROPERTY DESCRIPTION

FIVE PARCELS OF LAND BEING PORTIONS OF TRACT F, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26, TRACT F WOODMOOR GREENS RECORDED IN BOOK U-2 AT PAGE 51 AND TRACT B, WOODMOOR PLACER RECORDED IN BOOK U-2 AT PAGE 66 ALL IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE 30.00' WITNESS CORNER TO THE CENTER QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 10377 1997 30.00 WC" AND THE 30.0' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A 1-1/2" ALUMINUM CAP STAMPED "LS 2692", SAID LINE BEARING S89°54'49"E AS REFERENCED TO COLORADO STATE PLANE CENTRAL ZONE.

PARCEL 2.1

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N45°57'28"W A DISTANCE OF 2,950.16 FEET, TO A POINT EASTERLY RIGHT-OF-WAY LINE OF BOWSTRING ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, N01°07'36"W A DISTANCE OF 121.00 FEET, TO THE NORTHWESTERLY CORNER OF TRACT F, A VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID TRACT F, N88°52'24"E A DISTANCE OF 180.00 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, S01°07'36"E A DISTANCE OF 121.00 FEET;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55081288-4

THENCE S88°52'24"W A DISTANCE OF 180.00 FEET, TO THE POINT OF BEGINNING;  
CONTAINING A CALCULATED AREA OF 21,780 SQUARE FEET OR 0.5000 ACRES.

PARCEL 2-2:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23,  
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N48°29'02"W A DISTANCE OF 2,827.55 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY  
LINE OF BOWSTRING ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF TRACT F, A  
VACATION AND REPLAT OF LOTS 496-500 WOODMOOR GREENS RECORDED IN BOOK W-2 AT PAGE 26  
IN THE RECORDS OF THE EL PASO CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BOWSTRING ROAD, N01°07'36"W A  
DISTANCE OF 121.77 FEET THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, N89°52'24"E A  
DISTANCE OF 181.20 FEET;

THENCE S01°07'36"E A DISTANCE OF 118.62 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID  
TRACT F;

THENCE ON SAID SOUTHERLY LINE, S87°52'36"W A DISTANCE OF 181.23 FEET, TO THE POINT OF  
BEGINNING;

PARCEL 2-3:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23,  
TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N29°09'25"W A DISTANCE OF 1,388.71 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY  
LINE OF LEGGINS WAY, SAID POINT BEING AN ANGLE POINT ON THE SOUTHWESTERLY LINE OF  
TRACT F, WOODMOOR GREENS, RECORDED IN BOOK U-2 AT PAGE 51 IN THE RECORDS OF THE EL  
PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE SOUTHWESTERLY LINE OF SAID TRACT F THE FOLLOWING TWO (2) COURSES:

1. N65°03'20"W A DISTANCE OF 123.87 FEET;

2. N34°17'20"W A DISTANCE OF 78.69 FEET, TO A POINT ON THE SOUTHERLY LINE OF A 16.00  
FOOT UTILITY EASEMENT RECORDED UNDER RECEPTION NO. 202153260;

THENCE ON SAID SOUTHERLY EASEMENT LINE, N61°43'32"E A DISTANCE OF 151.99 FEET;  
THENCE DEPARTING SAID SOUTHERLY EASEMENT LINE, S28°16'28"E A DISTANCE OF 177.70 FEET, TO  
A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LEGGINS WAY, SAID POINT BEING A POINT  
OF NON-TANGENT CURVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE  
CENTER BEARS S22°31'56"E, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 11°05'27" AND  
AN ARC LENGTH OF 69.69 FEET, TO THE POINT OF BEGINNING;

PARCEL 2-4:

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule A

Order Number: SC55081288-4

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;  
THENCE N27°54'57"E A DISTANCE OF 1420.57 FEET, TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE PERIMETER OF SAID PROPERTY THE FOLLOWING SEVEN (7) COURSES:

1. N52°15'31"W A DISTANCE OF 7.98 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 52°42'18" AND AN ARC LENGTH OF 395.55 FEET, TO A POINT OF TANGENT;
3. N00°26'47"E A DISTANCE OF 266.67 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 08°35'03" AND AN ARC LENGTH OF 220.24 FEET, TO A POINT OF TANGENT;
5. N08°08'16"W A DISTANCE OF 85.83 FEET;
6. S85°02'46"W A DISTANCE OF 42.49 FEET, TO A POINT OF NON-TANGENT CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N58°14'45"W, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°01'39" AND AN ARC LENGTH OF 91.65 FEET, TO A POINT OF NON-TANGENT.

THENCE DEPARTING SAID PROPERTY THE FOLLOWING TWO (2) COURSES:

1. N84°03'34"E A DISTANCE OF 224.55 FEET;
  2. S05°52'43"E A DISTANCE OF 936.00 FEET, TO THE POINT OF BEGINNING.
- CONTAINING A CALCULATED AREA OF 101.309 SQUARE FEET OR 2.3257 ACRES.

#### PARCEL 2-5:

COMMENCING AT THE 30' REFERENCE MONUMENT TO THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE N50°42'25"E A DISTANCE OF 1617.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, SAID POINT BEING ON THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THE TRUSTEE'S DEED RECORDED UNDER RECEPTION NO. 211111394 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE NORTHERLY LINE OF SAID PROPERTY THE FOLLOWING FOUR (4) COURSES:

1. S58°10'49"W A DISTANCE OF 124.49 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 01°14'02" AND AN ARC LENGTH OF 16.80 FEET, TO A POINT OF TANGENT;
3. S59°24'51"W A DISTANCE OF 103.30 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S62°26'34"W, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 23°19'20" AND AN ARC LENGTH OF 232.02 FEET, TO A POINT OF NON-TANGENT;

THENCE DEPARTING SAID NORTHERLY PROPERTY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N28°37'11"E A DISTANCE OF 67.40 FEET, TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 26°50'54" AND AN ARC LENGTH OF 161.66 FEET, TO A POINT OF NON-TANGENT;
3. S34°31'56"E A DISTANCE OF 115.00 FEET, TO A POINT OF NON-TANGENT CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S34°31'56"E, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 19°25'04" AND AN ARC LENGTH OF 77.95 FEET, TO A POINT OF TANGENT;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55081288-4

5. N74°53'09"E A DISTANCE OF 8.95 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CLOVERLEAF ROAD, SAID POINT BEING A POINT OF NON-TANGENT CURVE; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N80°18'27"E, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 25°57'10" AND AN ARC LENGTH OF 185.71 FEET, TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 67,905 SQUARE FEET OR 1.5589 ACRES.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR  
COLORADO NO. 38252 FOR AND ON BEHALF OF  
JR ENGINEERING, LLC

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55081288-4

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

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

1. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

3. PROVIDE TO THE COMPANY AN ESTOPPEL FROM THE WOODMOOR (SOUTH) IMPROVEMENT ASSOCIATION SETTING FORTH THE CURRENT STATUS OF ANY ASSESSMENTS OR OTHER AMOUNTS AS MAY BE DUE PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
4. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TRUST FOR GARY E. WALTERS UTA 12/22/94, A COLORADO TRUST MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID TRUST.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR TRUST FOR GARY E. WALTERS UTA 12/22/94, A COLORADO TRUST RECORDED NOVEMBER 10, 2011 AT RECEPTION NO. [211111389](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES GARY E. WALTERS AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID TRUST. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

6. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94, A COLORADO TRUST MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID TRUST.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55081288-4

**All of the following Requirements must be met:**

7. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94, A COLORADO TRUST RECORDED NOVEMBER 10, 2011 AT RECEPTION NO. [211111391](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES KATHLEEN D. WALTERS AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID TRUST. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

8. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TRUST FOR ARTICLE X UTA 12/22/94, A COLORADO TRUST MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID TRUST.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

9. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR TRUST FOR ARTICLE X UTA 12/22/94, A COLORADO TRUST RECORDED NOVEMBER 10, 2011 AT RECEPTION NO. [211111393](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES GARY E. WALTERS AS THE TRUSTEE AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID TRUST. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

10. A FULL COPY OF THE PARTNERSHIP AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENT.

11. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AS A A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

12. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED NOVEMBER 24, 2014 AT RECEPTION NO. [214108309](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JERRY BIGGS AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55081288-4

**All of the following Requirements must be met:**

NOTE: THE OPERATING AGREEMENT FOR PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES JERRY BIGGS AS THE MANAGER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

13. SCRIVENER'S AFFIDAVIT CORRECTING BARGAIN AND SALE DEED RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [211111388](#).

SAID AFFIDAVIT IS REQUIRED BECAUSE SAID DEED MISTAKENLY SHOWS TRACTS J AND K, WOODMOOR GREENS AS BEING IN WOODMOOR PLACER. SAID DEED ALSO DOES NOT CONTAIN THE WORD "ACKNOWLEDGE."

14. WARRANTY DEED FROM TRUST FOR GARY E. WALTERS UTA 12/22/94, A COLORADO TRUST, AND TRUST FOR KATHLEEN D. WALTERS UTA 12/22/94, A COLORADO TRUST AND TRUST FOR ARTICLE X UTA 12/22/94 AND WALTERS FAMILY PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

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

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

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF ANYONE OTHER THAN PROTERRA PROPERTIES, LLC.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF PROTERRA PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2018 AND 2019 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: SC55081288-4

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. **ANY LOSS OR DAMAGE WHICH THE PROPOSED INSURED MAY INCUR BY REASON OF THE FAILURE TO COMPLY WITH THE LAWS AND REGULATIONS OF ANY STATE, COUNTY OR OTHER AUTHORITY RELATING TO THE SUBDIVISION OF THE LAND TO BE INSURED.**
9. **EXISTING LEASES AND TENANCIES, IF ANY.**

NOTE: THIS EXCEPTION WILL BE DELETED OR MODIFIED UPON RECEIPT OF THE FINAL AFFIDAVIT CONFIRMING NO LEASES OR TANANCIES.

10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. **RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED DECEMBER 02, 1971, IN BOOK 2452 AT PAGE [936](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 20, 1973, IN BOOK 2579 AT PAGE [423](#).**

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

**Order Number:** SC55081288-4

12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WOODMOOR GREENS RECORDED FEBRUARY 16, 1972 IN BOOK U2 AT PAGE [51](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WOODMOOR PLACER RECORDED MARCH 14, 1972 IN BOOK U2 AT PAGE [66](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF A VACATION AND REPLAT OF LOTS 496 - 500 WOODMOOR GREENS RECORDED AUGUST 23, 1972 IN BOOK W2 AT PAGE [26](#).
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF A REPLAT OF LOTS 344, 345, 392, 393, 394, 395 & 396 WOODMOOR GREENS, RECORDED AUGUST 23, 1972 IN BOOK W2 AT PAGE [27](#).
16. RIGHT OF WAY EASEMENT AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 27, 1987, IN BOOK 5437 AT PAGE [646](#).  
  
(AFFECTS PARCELS 1-A, 1-B, 2, 3-A, 4-A, 4-B, 5, 6, 7 and 9)
17. (THIS ITEM WAS INTENTIONALLY DELETED)
18. (THIS ITEM WAS INTENTIONALLY DELETED)
19. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED FEBRUARY 18, 2000, UNDER RECEPTION NO. [200016879](#).  
  
(AFFECTS PARCEL 9)
20. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT RECORDED SEPTEMBER 11, 2002 AT RECEPTION NO. [202153260](#).  
  
(AFFECTS PARCEL 5 TRACT F)
21. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED OCTOBER 16, 2002, UNDER RECEPTION NO. [202178358](#).  
  
(AFFECTS PARCELS 5 AND 9)
22. (THIS ITEM WAS INTENTIONALLY DELETED)
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED APRIL 13, 2004 AT RECEPTION NO. [204059086](#).  
  
(AFFECTS PARCEL 1-B)

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

**Order Number:** SC55081288-4

24. TERMS, CONDITIONS AND PROVISIONS OF WATER ALLOWANCE TRANSFER AGREEMENT RECORDED MARCH 22, 2005 AT RECEPTION NO. [205040027](#).

(AFFECTS PARCELS 1-A, 1-B, 2, 3-A, 4A, 5, 6 AND 9)

25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED NOVEMBER 10, 2011 UNDER RECEPTION NO. [211111395](#).

(AFFECTS PARCEL 1-B)

26. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED DECEMBER 05, 2011 PREPARED BY SHAVANO LAND SURVEY, INC. , JOB #SUR535

SAID DOCUMENT STORED AS OUR IMAGE [21426528](#)

A) FIELD ROAD AND FOOT PATH TRAVERSING SUBJECT PARCEL TRACT B



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Corporation

### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *C Monroe* President  
Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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