



**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: **RND55072012.1**

Date: **01/31/2022**

Property Address: **2710 FOREST LAKES DRIVE AND A PORTION OF VACATED FOREST LAKES DRIVE,
MONUMENT, CO 80132**

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

For Closing Assistance

For Title Assistance

Robert Hayes
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 377-2954 (Work)
ROHAYES@LTGC.COM

Buyer/Borrower

EL PASO COUNTY

Delivered via: No Commitment Delivery

Attorney for Buyer

ANDERSON DUDE PIFNER & LEBEL PC

Attention: LENARD RIOTH

111 S TEJON ST #400

COLORADO SPRINGS, CO 80903

(719) 632-3545 (Work)

(719) 632-5432 (Work Fax)

lrioth@adllaw.com



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **RND55072012.1** Date: **01/31/2022**
Property Address: **2710 FOREST LAKES DRIVE AND A PORTION OF VACATED FOREST LAKES DRIVE,
MONUMENT, CO 80132**
Parties: **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO**

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

Estimate of Title insurance Fees	
"ALTA" Loan Policy 06-17-06	TBD
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 12/07/2006 under reception no. 206178014](#)

[El Paso county recorded 09/01/2006 under reception no. 206130363](#)

Plat Map(s):

[El Paso county recorded 09/01/2006 under reception no. 712407](#)

[El Paso county recorded 09/11/2018 under reception no. 218105885](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55072012.1

Property Address:

2710 FOREST LAKES DRIVE AND A PORTION OF VACATED FOREST LAKES DRIVE, MONUMENT, CO 80132

1. Effective Date:

01/25/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06

TBD

Proposed Insured:

TBD

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:

EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

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

PARCEL A:

LOT 1, FOREST LAKES FILING NO. 1, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL B:

VACATED PORTION OF VACATED FOREST LAKE DRIVE, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION-FOREST LAKES DRIVE RIGHT-OF-WAY VACATION
A TRACT OF LAND BEING A PART OF FOREST LAKES DRIVE RIGHT-OF-WAY,
LOCATED IN FOREST LAKES FILING NO. 1 SUBDIVISION AS DESCRIBED IN THE
PLAT THEREOF RECORDED UNDER RECEPTION NO. 206712407 OF THE RECORDS
OF THE CLERK AND RECORDER OF EL PASO COUNTY, STATE OF COLORADO, SAID
TRACT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF
SECTION 27, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPLE
MERIDIAN AND CONSIDERING THE NORTH LINE OF SOUTH HALF OF SAID
SECTION 27, AS MONUMENTED AT THE EASTERLY END BY A 3/4" REBAR WITH A
2" ALUMINUM CAP STAMPED LS 18645, AND MONUMENTED AT THE WESTERLY
END BY A STONE, BEING ASSUMED TO BEAR SOUTH 88°31'10"WEST, 5307.45 FEET
AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE
ALONG SAID NORTH LINE, SOUTH 88°31'10"WEST, 1843.22 FEET TO THE EAST LINE
OF SAID FOREST LAKES DRIVE RIGHT-OF-WAY AND THE TRUE POINT OF
BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°31'10" WEST, 127.17 FEET TO A POINT OF
A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEING THE NORTHEAST
CORNER OF LOT 1 OF SAID FOREST LAKES FILING NO. 1, SAID CORNER ALSO BEING ON THE
WESTERLY RIGHT-OF-WAY LINE OF SAID FOREST LAKES DRIVE; THENCE SOUTHEASTERLY ALONG
SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOT 1 AND THE ARC OF

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55072012.1

SAID CURVE, 366.45 FEET, SAID ARC HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 23°04'21" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 30°58'06" EAST, 363.98 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOT 1, SOUTH 43°37'14" WEST, 113.67 FEET TO THE NORTHERLY RIGHT-OF-WAY-LINE OF SAID FOREST LAKES DRIVE;

THENCE NORTH 68°28'33" EAST, 98.45 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 267.29 FEET, SAID ARC HAVING A RADIUS OF 294.69 FEET, A CENTRAL ANGLE OF 51°58'02" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 85°32'26" EAST, 258.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREST LAKES DRIVE AND A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, 514.04 FEET, SAID ARC HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF 37°16'53" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 40°54'59" EAST, 505.02 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.245 ACRES OR 54,232 SQUARE FEET, MORE OR LESS.

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR,
LICENSED IN THE STATE OF COLORADO, DO

HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND55072012.1

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.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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

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

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND55072012.1

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 INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED JUNE 20, 1917 IN BOOK 571 AT PAGE [55](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
9. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE [577](#).
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE FOREST LAKES METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 25, 1985, IN BOOK 5065 AT PAGE [1279](#) AND INSTRUMENT RECORDED MAY 6, 1986 IN BOOK 5165 AT PAGE [326](#).
11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 09, 1997, UNDER RECEPTION NO. [97142147](#).
12. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF BEAVER CREEK AND ITS TRIBUTARIES AS THE SAME COURSE THROUGH THE SUBJECT PREMISES.

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

Order Number: RND55072012.1

13. DITCH, DITCH RIGHTS, PIPELINES AND EASEMENTS ASSOCIATED THEREWITH FOR THE WELTY DITCH, THE SOUTH SIDE DITCH, WALDRON'S DOMESTIC DITCH AND THE SHIDLER DITCH ALL AS EVIDENCED BY SUNDRY PLATS, STATEMENTS AND DECREES OF RECORD AND AS FURTHER EVIDENCED BY SPECIAL WARRANTY DEED TO THE TOWN OF MONUMENT RECORDED MARCH 7, 1984 IN BOOK 3842 AT PAGE [1529](#). PARTIAL VACATION THEREOF RECORDED APRIL 29, 2008 UNDER RECEPTION NO. [208048799](#).
14. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AND CREATED BY AGREEMENT OF WATER SALE AND SERVICE WITH THE TOWN OF MONUMENT RECORDED NOVEMBER 9, 1983 IN BOOK 3802 AT PAGE [489](#) AND AS FURTHER SET FORTH IN AGREEMENT RECORDED JANUARY 27, 1984 IN BOOK 3829 AT PAGE 336 AS A PART OF INSTRUMENT NO. 1074009 AND AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED MARCH 7, 1984 IN BOOK 3842 AT PAGE [1529](#) AND AGREEMENT RELATING THERETO RECORDED MARCH 7, 1984 IN BOOK 3843 AT PAGE [1](#) AND BY MEMORANDUM OF CLARIFICATION GIVEN IN CONJUNCTION THEREWITH RECORDED MARCH 12, 1984 IN BOOK 3844 AT PAGE [537](#).
15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT FOR FILL OF RESERVOIRS WITH THE CITY OF COLORADO SPRINGS RECORDED APRIL 11, 1986 IN BOOK 5153 AT PAGE 956 AS A PART OF INSTRUMENT NO. 1380879. AGREEMENT FOR ASSIGNMENT OF CITY LEASE AGREEMENT, AGREEMENT FOR FILL OF RESERVOIRS AND AGREEMENT FOR PURCHASE OF RETURN FLOWS GIVEN IN CONJUNCTION THEREWITH RECORDED APRIL 20, 1999 UNDER RECEPTION NO. [99061087](#).
16. EASEMENT AND/OR RIGHT OF WAY FOR DITCH AND PIPELINE PURPOSES FROM THE WELTY DITCH TO THE RESERVOIR SITE SET FORTH AND DESCRIBED IN DEED RECORDED JUNE 2, 1908 IN BOOK 424 AT PAGE [84](#).
17. RESERVATION OF ONE HALF OF ALL COAL RIGHTS, MINERAL RIGHTS AND OIL AND GAS RIGHTS AS CONTAINED IN DEED RECORDED AUGUST 8, 1952 IN BOOK 1348 AT PAGE [427](#). (AS TO THE S1/2 SW1/4 SECTION 26)
18. CONVEYANCE OF AN UNDIVIDED ONE-THIRD INTEREST IN AND TO ALL OIL, GAS AND MINERALS AS EVIDENCED BY MINERAL DEED RECORDED FEBRUARY 11, 1953 IN BOOK 1373 AT PAGE [131](#).
19. CONDITIONS IMPOSED BY RESOLUTION 84-138, LAND USE 78 OF THE BOARD OF COUNTY COMMISSIONERS RECORDED OCTOBER 15, 1984 IN BOOK 3928 AT PAGE [576](#).
20. RIGHT OF WAY EASEMENT AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED JANUARY 22, 1969, IN BOOK 2273 AT PAGE [12](#).
21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN AND CREATED BY AGREEMENT REGARDING RIGHT OF WAY WITH THE CITY OF COLORADO SPRINGS REGARDING INGRESS AND EGRESS TO BEAVER CREEK RESERVOIR RECORDED JUNE 29, 1981 IN BOOK 3449 AT PAGE [895](#). QUIT CLAIM DEEDS IN CONNECTION THEREWITH RECORDED NOVEMBER 3, 2008 UNDER RECEPTION NOS. [208119233](#), [208119234](#) AND [208119235](#).
22. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICES COMPANY OF COLORADO IN INSTRUMENT RECORDED OCTOBER 22, 1997, UNDER RECEPTION NO. [97124455](#).

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

Order Number: RND55072012.1

23. EFFECT OF PRELIMINARY DEVELOPMENT/PUD DEVELOPMENT PLAN MAP RECORDED JULY 11, 2003 UNDER RECEPTION NO. [203159101](#).
24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MONUMENT SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 20, 1999, UNDER RECEPTION NO. [99189982](#).
25. EFFECT OF RESOLUTION 00-72 REGARDING THE TRI-LAKES PARK AND RECREATION COMMITTEE RECORDED MARCH 20, 2000 UNDER RECEPTION NO. [200028818](#).
26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES PARKS AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 23, 2001, UNDER RECEPTION NO. [201034896](#).
27. EFFECT OF RESOLUTION NO. 02-165 REGARDING PRELIMINARY PLAN FOR FOREST LAKES SUBDIVISION JULY 19, 2002 UNDER RECEPTION NO. [202117619](#).
28. EFFECT OF RESOLUTION NO. 02-164 REGARDING ZONING RECORDED JULY 24, 2002 UNDER RECEPTION NO. [202119681](#).
29. EFFECT OF BOUNDARY MAP RECORDED MARCH 28, 2003 UNDER RECEPTION NO. [203062773](#).
30. EFFECT OF RESOLUTION NO. 03-298 REGARDING SERVICE PLANS FOR FOREST LAKES METROPOLITAN DISTRICT AND PINON PINES METROPOLITAN DISTRICT NOS 1-3 RECORDED AUGUST 11, 2003 UNDER RECEPTION NO. [203184771](#).
31. TERMS, CONDITIONS AND PROVISIONS OF FOREST LAKES METROPOLITAN DISTRICT ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED DECEMBER 30, 2003 AT RECEPTION NO. [203195086](#).
32. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PINON PINES METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 27, 2004, UNDER RECEPTION NO. [204033347](#).
33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PINON PINES METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 27, 2004, UNDER RECEPTION NO. [204033398](#).
34. EFFECT OF RESOLUTION OF THE BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY RECORDED AUGUST 25, 2004 UNDER RECEPTION NO. [204144210](#).
35. EFFECT OF NOTICE OF SPECIAL DISTRICTS RECORDED APRIL 15, 2005 UNDER RECEPTION NO. [205053702](#).
36. EFFECT OF RESOLUTION NO. 2006-01-02 REGARDING FOREST LAKES METROPOLITAN DISTRICT WATER AND SEWER TAP FEES RECORDED JANUARY 3, 2006 UNDER RECEPTION NO. [206014697](#). RESOLUTION REGARDING FIRST AMENDED AND RESTATED WATER AND SEWER TAP FEES RECORDED OCTOBER 16, 2006 UNDER RECEPTION NO. [206152869](#).
37. EFFECT OF RESOLUTION NO. 2006-01-03 REGARDING IMPOSITION OF FACILITIES FEES RECORDED JANUARY 30, 2006 UNDER RECEPTION NO. [206014698](#).
38. EFFECT OF RESOLUTION OF THE BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY RECORDED MARCH 3, 2006 UNDER RECEPTION NOS. [206032222](#), [206032223](#), [206032225](#) AND [206032226](#)

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

Order Number: RND55072012.1

39. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED JUNE 10, 2008, UNDER RECEPTION NO. [208066291](#).
40. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED JUNE 10, 2008, UNDER RECEPTION NO. [208066292](#).
41. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FOREST LAKES FILING NO. 1 RECORDED SEPTEMBER 01, 2006 UNDER RECEPTION NO. [206712407](#).
42. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF FOREST LAKES FILING NO. 3 RECORDED FEBRUARY 06, 2008 UNDER RECEPTION NO. [208712747](#).
43. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PINON PINES METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 15, 2008, UNDER RECEPTION NO. [208042747](#).
44. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PINON PINES METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 15, 2008, UNDER RECEPTION NO. [208042748](#).
45. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED MAY 05, 2008, UNDER RECEPTION NO. [208051294](#).
46. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED JUNE 10, 2008, UNDER RECEPTION NO. [208066293](#).
47. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED FEBRUARY 21, 2008 AT RECEPTION NO. [208020001](#).
48. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED FEBRUARY 21, 2008 AT RECEPTION NO. [208020000](#).
49. TERMS, CONDITIONS AND PROVISIONS OF FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE CONCERNING APPLICATION FOR WATER RIGHTS RECORDED OCTOBER 23, 2014 AT RECEPTION NO. [214097619](#).
50. THE EFFECT OF RESOLUTION NO. 15-199 REGARDING OFF-SITE TRANSPORTATION IMPROVEMENTS, RECORDED MAY 13, 2015, UNDER RECEPTION NO. [215047043](#).
51. 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 INSTRUMENT RECORDED AUGUST 31, 2006, UNDER RECEPTION NO. [206129814](#), AS AMENDED BY AGREEMENT RECORDED SEPTEMBER 19, 2017, UNDER RECEPTION NO. [217112903](#) AND RECORDED JULY 29, 2020 UNDER RECEPTION NO. [220112176](#).
52. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED SEPTEMBER 1, 2006 UNDER RECEPTION NO. [206130364](#).

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

Order Number: RND55072012.1

53. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN DEVELOPMENT AGREEMENT FOR OFF-SITE TRANSPORTATION IMPROVMENTS FOREST LAKES RECORDED SEPTEMBER 1, 2006 UNDER RECEPTION NO. [206130367](#).
54. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED FEBRUARY 5, 2008 UNDER RECEPTION NO. [208013832](#).
55. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED MARCH 11, 2008, UNDER RECEPTION NO. [208028369](#).
56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED NOVEMBER 26, 2018 UNDER RECEPTION NO. [218136192](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED DECEMBER 01, 2020 UNDER RECEPTION NO. [220194549](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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



Craig B. Rants, Senior Vice President



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

By  *C. Monroe* President

Attest  *David Wold* Secretary

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

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