



**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: **SR55089794**

Date: **10/16/2020**

Property Address: **PARCEL A: 17390 SHILOH PINES DRIVE; PARCEL B: 17410 SHILOH PINES DRIVE;
PARCEL C: 3125 MONUMENT LAKE ROAD, MONUMENT, CO 80132**

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

For Closing Assistance

For Title Assistance

Land Title El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
csresponse@ltgc.com

Buyer/Borrower

A BUYER TO BE DETERMINED
Delivered via: No Commitment Delivery

Seller/Owner

PARCEL A
Attention: BRIAN S PETERSON AND TIBBY K
PETERSON
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SR55089794** Date: **10/16/2020**
Property Address: **PARCEL A: 17390 SHILOH PINES DRIVE; PARCEL B: 17410 SHILOH PINES DRIVE;
PARCEL C: 3125 MONUMENT LAKE ROAD, MONUMENT, CO 80132**
Parties: **A BUYER TO BE DETERMINED**
BRIAN S. PETERSON AND TIBBY K. PETERSON AS TO PARCEL A; AND JOHN M. HERSHEY AND MELISSA M. HERSHEY AS TO PARCEL B; AND THOMAS J. PUSKAS AS TO PARCEL C

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$271.00
Additional Chain X2	\$300.00
	Total \$571.00
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 08/30/2012 under reception no. 212101237](#)

[El Paso county recorded 02/21/2012 under reception no. 212018872](#)

[El Paso county recorded 09/29/1993 under reception no. 2360856](#)

Plat Map(s):

[El Paso county recorded 07/03/1980 under reception no. 681804 at book L3 page 76](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: SR55089794

Property Address:

PARCEL A: 17390 SHILOH PINES DRIVE; PARCEL B: 17410 SHILOH PINES DRIVE; PARCEL C: 3125
MONUMENT LAKE ROAD, MONUMENT, CO 80132

1. Effective Date:

10/13/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00
Proposed Insured:
A BUYER TO BE DETERMINED

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:

BRIAN S. PETERSON AND TIBBY K. PETERSON AS TO PARCEL A; AND JOHN M. HERSHEY AND MELISSA
M. HERSHEY AS TO PARCEL B; AND THOMAS J. PUSKAS AS TO PARCEL C

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

PARCEL A:

LOT 27, BLOCK 1, SHILOH PINES SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

LOT 28, BLOCK 1, SHILOH PINES SUBDIVISION, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

THE WEST ONE HALF OF THE NORTHWEST QUARTER AND THE WEST ONE HALF OF THE SOUTHWEST
QUARTER OF SECTION 15 AND THE EAST ONE HALF OF THE NORTHEAST QUARTER AND THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 16, ALL IN TOWNSHIP 11 SOUTH,
RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO,

EXCEPTING THEREFROM THE FOLLOWING PORTIONS THEREOF:

A) THAT PORTION OF SECTION 15 CONVEYED TO THE PEOPLE OF THE STATE OF COLORADO BY
WARRANTY DEED RECORDED JULY 12, 1892 IN BOOK 129 AT PAGE [586](#);

B) THAT PORTION CONVEYED TO EL PASO COUNTY FOR ROAD PURPOSES BY QUITCLAIM DEED
RECORDED JUNE 22, 1902 IN BOOK 331 AT PAGE [163](#);

C) THAT PORTION LYING WITHIN THE NORTH 10 FEET OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 15, CONVEYED TO J. L. FREEMAN BY WARRANTY DEED
RECORDED NOVEMBER 15, 1923 IN BOOK 706 AT PAGE [505](#);

D) THAT PORTION CONVEYED TO NORMAN C. FOOTE AND ALICE B. FOOTE BY WARRANTY DEED
RECORDED JUNE 25, 1971 IN BOOK 2417 AT PAGE [843](#);

E) THAT PORTION CONVEYED TO PANTHER PROPERTIES, INC. BY WARRANTY DEED RECORDED JUNE
19, 1979 IN BOOK 3190 AT PAGE [39](#);

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: SR55089794

F) THAT PORTION CONVEYED TO LEIGH C. WILDE BY QUIT CLAIM DEED RECORDED DECEMBER 1, 2004 UNDER RECEPTION NO. [204196943](#), EL PASO COUNTY RECORDS.

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ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: SR55089794

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. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DELETE STANDARD EXCEPTIONS 1-3 AND MUST DISCLOSE THE LOCATION OF FENCE LINES ALONG THE SUBJECT PROPERTY BOUNDARIES, IF ANY. (IF NO FENCE IMPROVEMENTS EXIST ALONG THE PROPERTY PERIMETERS, THE CERTIFICATE MUST AFFIRMATIVELY STATE SUCH). UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

(AFFECTS PARCEL C)

2. RELEASE OF DEED OF TRUST DATED AUGUST 29, 2012 FROM BRIAN S. PETERSON AND TIBBY K. PETERSON TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR USAA FEDERAL SAVINGS BANK TO SECURE THE SUM OF \$441,750.00 RECORDED AUGUST 30, 2012, UNDER RECEPTION NO. [212101238](#).

(AFFECTS PARCEL A)

3. RELEASE OF DEED OF TRUST DATED FEBRUARY 17, 2012 FROM JOHN M. HERSHEY AND MELISSA M. HERSHEY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR PEOPLES MORTGAGE CORPORATION TO SECURE THE SUM OF \$270,000.00 RECORDED FEBRUARY 21, 2012, UNDER RECEPTION NO. [212018873](#).

SAID DEED OF TRUST WAS ASSIGNED TO SPECIALIZED LOAN SERVICING LLC IN ASSIGNMENT RECORDED SEPTEMBER 16, 2019 UNDER RECEPTION NO. [219111654](#).

(AFFECTS PARCEL B)

4. WARRANTY DEED FROM BRIAN S. PETERSON AND TIBBY K. PETERSON AS TO PARCEL A; AND JOHN M. HERSHEY AND MELISSA M. HERSHEY AS TO PARCEL B; AND THOMAS J. PUSKAS AS TO PARCEL C TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55089794

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. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENTS FROM THE UNITED STATES OF AMERICA RECORDED AUGUST 9, 1886 IN BOOK 72 AT PAGE [66](#) AND AUGUST 10, 1886 IN BOOK 55 AT PAGE [94](#), AS FOLLOWS:

SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW.
9. RIGHT OF WAY FOR THE DIAMOND DITCH AS EVIDENCED BY AFFIDAVITS RECORDED JUNE 01, 1934, IN BOOK 458 AT PAGE [475](#) AND [477](#).
10. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. IN INSTRUMENT RECORDED SEPTEMBER 11, 1941, IN BOOK 1000 AT PAGE [208](#).
11. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION INC. IN INSTRUMENT RECORDED OCTOBER 18, 1976, IN BOOK 2868 AT PAGE [7](#).

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55089794

12. AN EASEMENT FOR UTILITIES ONLY GRANTED TO PANTHER PROPERTIES, INC., A COLORADO CORPORATION AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 16, 1979 IN BOOK 3130 AT PAGE [846](#) AND RERECORDED FEBRUARY 13, 1979 IN BOOK 3140 AT PAGE [289](#).

NOTE: EXCEPTIONS 8-12 AFFECT ALL PARCELS.

13. THE EFFECT OF MOTION FOR ORDER FOR INCLUSION OF SUBJECT PROPERTY INTO THE FOREST VIEW ACRES WATER DISTRICT, RECORDED SEPTEMBER 26, 1979, IN BOOK 3232 AT PAGE [360](#).
14. SUBDIVISION IMPROVEMENTS AGREEMENT AS RECORDED JULY 3, 1980 IN BOOK 3326 AT PAGE [854](#).
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SHILOH PINES SUBDIVISION RECORDED JULY 03, 1980 UNDER RECEPTION NO. [681804](#).

NOTE: ENGINEERS STATEMENT RECORDED JULY 29, 1986 IN BOOK 5207 AT PAGE [1419](#) AND RECORDED JULY 31, 1986 IN BOOK 5209 AT PAGE [1374](#).

16. 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 JULY 11, 1980, IN BOOK 3329 AT PAGE [260](#). ASSIGNMENT OF RIGHTS RECORDED JULY 2, 1987 IN BOOK 5389 AT PAGE [1070](#).
17. 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 SEPTEMBER 12, 1990, IN BOOK 5772 AT PAGE [1178](#).
18. 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 MARCH 07, 2006, UNDER RECEPTION NO. [206033759](#).
19. 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 JULY 08, 2014, UNDER RECEPTION NO. [214059710](#).

NOTE: EXCEPTIONS 13-19 AFFECT PARCELS A AND B.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: SR55089794

20. WATER AND WELL RIGHTS AND TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FIRST AMENDMENT OF FINDINGS, JUDGEMENT AND DECREE, DISTRICT COURT, WATER DIVISION NO. 2, COLORADO, CASE NO. 82CW10 RECORDED JUNE 13, 1988 IN BOOK 5518 AT PAGE [1268](#).
21. AN EASEMENT GRANTED TO PANTHER PROPERTIES, INC., A COLORADO CORPORATION BY QUIT CLAIM DEED RECORDED MAY 4, 1981 IN BOOK 3430 AT PAGE [215](#).
22. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED MARCH 07, 1983, IN BOOK 3684 AT PAGE [507](#).
23. WATER AND WELL RIGHTS AND TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS, JUDGEMENT AND DECREE, DISTRICT COURT, WATER DIVISION NO. 2, COLORADO, CASE NO. 82CW212 RECORDED JUNE 13, 1988 IN BOOK 5518 AT PAGE [1250](#).
24. WATER AND WELL RIGHTS AND TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT AND AMENDED RULING OF REFEREE GRANTING UNDERGROUND WATER RIGHTS AND ADJUDICATION OF DENVER BASIN GROUNDWATER, DISTRICT COURT, WATER DIVISION NO. 2, COLORADO, CASE NO. 13CW3025 RECORDED FEBRUARY 21, 2014 UNDER RECEPTION NO. [214014323](#).
25. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE STATE OF COLORADO, THE UNITED STATES OF AMERICA OR THE GENERAL PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN, OVER, UNDER AND/OR ACROSS THE WATERS AND PRESENT BED AND BANKS OF MONUMENT CREEK.
26. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SAID LAND OR ANY PART THEREOF IS NOW OR AT ANY TIME HAS BEEN INCLUDED WITHIN A NAVIGABLE RIVER, SLOUGH, OR OTHER NAVIGABLE BODY OF WATER.

NOTE: EXCEPTIONS 20-26 AFFECT PARCEL C.



Commitment For Title Insurance

Issued by Land 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, Land Title Insurance Corporation, A Colorado 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 not 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

Land Title Insurance Corporation
 P.O.Box 5645
 Denver, Colorado 80217
 (303)331-6296



Senior Vice President



John E. Freyer, Jr., President



Brianna Dowling, Secretary



AMERICAN
 LAND TITLE
 ASSOCIATION



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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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.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: **PARCEL A: 17390 SHILOH PINES DRIVE; PARCEL B: 17410 SHILOH PINES DRIVE; PARCEL C: 3125 MONUMENT LAKE ROAD, MONUMENT, CO 80132**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$550.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

Buyer(s)

BRIAN S. PETERSON

A BUYER TO BE DETERMINED

TIBBY K. PETERSON AS TO PARCEL A;

JOHN M. HERSHEY

MELISSA M. HERSHEY AS TO PARCEL B;

THOMAS J. PUSKAS AS TO PARCEL C