



Customer Distribution

**Our Order Number:** RND55064706

**Date:** 07-18-2017

**Property Address:** WATERBURY PHASE 2 COLORADO SPRINGS

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**For Title Assistance**

DON WHITMORE  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
719-386-0547 (phone)  
303-393-4842 (fax)  
dwhitmore@ltgc.com

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

**Seller/Owner**

PETER MARTZ  
PO BOX 50223  
COLORADO SPRINGS, CO 80949  
719-491-3150 (phone)  
719-447-8773 (work)  
pmartzlrg@comcast.net  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: RND55064706

Date: 07-18-2017

Property Address: WATERBURY PHASE 2 COLORADO SPRINGS

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: 4 WAY RANCH JOINT VENTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$269.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$269.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** RND55064706

**Customer Ref-Loan No.:**

**Property Address:**

WATERBURY PHASE 2 COLORADO SPRINGS

**1. Effective Date:**

07-11-2017 At 5:00 P.M.

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

"TBD" Commitment \$5,000.00  
Proposed Insured:  
A PURCHASER 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:**

4 WAY RANCH JOINT VENTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

WATERBURY PHASE 2:  
A PORTION OF THE EAST HALF OF SECTION 29 AND A PORTION OF THE WEST HALF OF SECTION 28,  
TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE NORTH BY A FOUND 3-1/4 ALUMINUM CAP STAMPED AS THE SECTION CORNER FOR SECTIONS 20, 21, 29 AND 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST PLS 30087 AND MONUMENTED AT THE SOUTH BY A FOUND 3-1/4 ALUMINUM CAP STAMPED AS THE QUARTER CORNER OF SECTION 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST PLS 17502, ASSUMED TO BEAR S00°31'09"E WITH A DISTANCE OF 2638.88 FEET.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO;  
THENCE S00°31'09"E ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1319.39 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 29 AND 28, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M.;  
THENCE S89°47'08"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 588.86 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF EASTONVILLE ROAD;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1630.00 FEET, A CENTRAL ANGLE OF 18°44'51" FOR A LENGTH OF 533.35 FEET; WHOSE CHORD BEARS S26°13'30"W WITH A DISTANCE OF 530.97 FEET; TO THE POINT OF BEGINNING;

THENCE S18°48'57"E, A DISTANCE OF 151.58 FEET;  
THENCE S60°53'37"W, A DISTANCE OF 10.83 FEET;  
THENCE S51°44'36"E, A DISTANCE OF 215.27 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1252.50 FEET, A CENTRAL

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** RND55064706

**Customer Ref-Loan No.:**

ANGLE OF 9°10'26" FOR A LENGTH OF 200.54 FEET TO A POINT OF REVERSE CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 317.50 FEET, A CENTRAL ANGLE OF 40°41'58" FOR A LENGTH OF 225.53 FEET TO A POINT OF REVERSE CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1477.50 FEET, A CENTRAL ANGLE OF 8°16'35" FOR A LENGTH OF 213.43 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 65.26 FEET, A CENTRAL ANGLE OF 122°28'52", FOR A LENGTH OF 139.51 FEET; WHOSE CHORD BEARS S72°46'25"E WITH A DISTANCE OF 114.42 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1477.50 FEET, A CENTRAL ANGLE OF 00°40'05" FOR A LENGTH OF 17.23 FEET; WHOSE CHORD BEARS S70°13'13"E WITH A DISTANCE OF 17.23 FEET;  
THENCE LEAVING SAID CURVE, S20°06'50"W, A DISTANCE OF 65.00 FEET;  
THENCE S62°13'35"W, A DISTANCE OF 65.27 FEET;  
THENCE S17°13'35"W, A DISTANCE OF 205.43 FEET;  
THENCE S26°39'43"E, A DISTANCE OF 27.73 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 18°46'02" FOR A LENGTH OF 373.41 FEET; WHOSE CHORD BEARS S61°10'00"E WITH A DISTANCE OF 371.74 FEET TO A POINT OF REVERSE CURVE;  
THENCE ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 38°39'20" FOR A LENGTH OF 387.93 FEET;  
THENCE N89°33'41"E, A DISTANCE OF 427.71 FEET;  
THENCE S00°26'21"E, A DISTANCE OF 1067.67 FEET;  
THENCE S58°23'48"E, A DISTANCE OF 60.93 FEET;  
THENCE S01°16'37"E, A DISTANCE OF 50.01 FEET;  
THENCE S60°27'5"4"W, A DISTANCE OF 59.94 FEET;  
THENCE N89°53'34"W, A DISTANCE OF 65.00 FEET;  
THENCE N53°27'46"W, A DISTANCE OF 47.43 FEET;  
THENCE S89°33'41"W, A DISTANCE OF 743.24 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 15°41'12" FOR A LENGTH OF 157.43 FEET;  
THENCE LEAVING SAID CURVE, N16°09'48"W, A DISTANCE OF 175.19 FEET;  
THENCE N00°08'05"E, A DISTANCE OF 48.54 FEET;  
THENCE N03°20'00"E, A DISTANCE OF 162.25 FEET;  
THENCE N23°43'34"W, A DISTANCE OF 149.31 FEET;  
THENCE N28°37'00"W, A DISTANCE OF 87.95 FEET;  
THENCE N34°05'00"W, A DISTANCE OF 168.23 FEET;  
THENCE N41°17'33"W, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1225.00 FEET; A CENTRAL ANGLE OF 08°26'46" FOR A LENGTH OF 180.58 FEET WHOSE CHORD BEARS S52°55'51"W WITH A DISTANCE OF 180.42 FEET;  
THENCE LEAVING SAID CURVE N32°50'46"W, A DISTANCE OF 125.00 FEET;  
THENCE S58°47'27"W, A DISTANCE OF 62.85 FEET;  
THENCE S62°03'54"W, A DISTANCE OF 62.85 FEET;  
THENCE S65°20'20"W, A DISTANCE OF 62.85 FEET;  
THENCE S68°36'47"W, A DISTANCE OF 62.85 FEET;  
THENCE N88°15'00"W, A DISTANCE OF 70.97 FEET;  
THENCE N01°45'00"E, A DISTANCE OF 26.95 FEET;  
THENCE N88°15'00"W, A DISTANCE OF 175.00 FEET;  
THENCE S01°45'00"W, A DISTANCE OF 33.18 FEET;  
THENCE N88°50'00"W, A DISTANCE OF 227.13 FEET;  
THENCE S01°10'00"W, A DISTANCE OF 22.47 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE THE LEFT HAVING A RADIUS OF 225.00 FEET, A

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** RND55064706

**Customer Ref-Loan No.:**

CENTRAL ANGLE OF 01°10'00" FOR A LENGTH OF 4.58 FEET WHOSE CHORD BEARS S00°35'00"W WITH A DISTANCE OF 4.58 FEET;  
THENCE LEAVING SAID CURVE N90°00'00"W, A DISTANCE OF 125.00 FEET;  
THENCE N01°05'59"E, A DISTANCE OF 24.70 FEET;  
THENCE N88°54'01"W, A DISTANCE OF 50.17 FEET;  
THENCE N89°15'00"W, A DISTANCE OF 175.00 FEET;  
THENCE S00°45'00"W, A DISTANCE OF 32.08 FEET;  
THENCE N89°15'00"W, A DISTANCE OF 135.00;  
THENCE N80°23'13"W, A DISTANCE OF 78.52 FEET TO A POINT ON THE WESTERLY LINE OF LOT 42 4 WAY RANCH FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 201712416 OF THE RECORDS OF EL PASO COUNTY, COLORADO;  
THENCE N09°36'47"E ON SAID WESTERLY LINE, A DISTANCE OF 96.72 FEET;  
THENCE N28°23'01"W ON SAID WESTERLY LINE, A DISTANCE OF 380.74 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF EASTONVILLE ROAD;  
THENCE N38°15'30"E ON THE EASTERLY RIGHT OF WAY OF EASTONVILLE ROAD, A DISTANCE OF 1103.29 FEET;  
THENCE N37°34'53"E ON SAID EASTERLY RIGHT OF WAY A DISTANCE OF 508.84 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1630.00 FEET, A CENTRAL ANGLE OF 01°58'47" FOR A LENGTH OF 56.32 FEET WHOSE CHORD BEARS N36°35'19"E WITH A DISTANCE OF 56.32 FEET TO THE POINT OF BEGINNING;

**LEGAL DESCRIPTION STATEMENT:**

JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.

JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR COLORADO PLS NO. 33196, FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** RND55064706

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR 4 WAY RANCH JOINT VENTURE, LLC RECORDED DECEMBER 28, 2010 AT RECEPTION NO. [210132309](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES LAND 4, LLC, A COLORADO LIMITED LIABILITY COMPANY AS THE OPERATIONS 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.

2. WARRANTY DEED FROM 4 WAY RANCH JOINT VENTURE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A PURCHASER 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.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: RND55064706

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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 OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE [78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
9. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENTS FROM THE UNITED STATES OF AMERICA RECORDED MAY 3, 1900 IN BOOK 143 AT PAGE [433](#), JULY 28, 1902 IN BOOK 143 AT PAGE [464](#) AND JULY 17, 1917 IN BOOK 165 AT PAGE [294](#), 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.
10. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE BLACK SQUIRREL SOIL CONSERVATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 13, 1945, IN BOOK 957 AT PAGE [277](#).
11. CONVEYANCE OF MINERAL RIGHTS UPON THE TERMS AND CONDITIONS THEREIN CONTAINED IN DEED RECORDED SEPTEMBER 9, 1950 IN BOOK 1265 AT PAGE [294](#). AFFIDAVIT IN CONJUNCTION

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: RND55064706

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

THEREWITH RECORDED APRIL 23, 2003 UNDER RECEPTION NO. [203084483](#).

12. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 21, 1964, IN BOOK 2049 AT PAGE [890](#).
13. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE [670](#) AND DECEMBER 02, 1980 IN BOOK 3380 AT PAGE [675](#) AND FEBRUARY 17 1981 IN BOOK 3404 AT PAGE [582](#) AND FEBRUARY 17 1981 IN BOOK 3404 AT PAGE [587](#).
14. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
15. THE EFFECT OF RESOLUTION NO. 03-263, REGARDING ZONING, RECORDED DECEMBER 16, 2003, UNDER RECEPTION NO. [203288086](#).
16. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDERS, RECORDED SEPTEMBER 10, 2004 UNDER RECEPTION NOS. [204153947](#), [204153948](#), [204153949](#) AND [204153950](#), FEBRUARY 21, 2008 UNDER RECEPTION NO. [208020325](#) AND DECEMBER 10, 2008 UNDER RECEPTION NOS. [208130576](#) AND [208130577](#), QUIT CLAIM DEED RECORDED MARCH 13, 2006 UNDER RECEPTION NO. [206036409](#) AND MEMORANDUM OF WATER RIGHTS LEASE CORNER JUNE 23, 2006 UNDER RECEPTION NO. [206092983](#).
17. THE EFFECT OF RESOLUTION NO. 04-420 REGARDING PRELIMINARY PLAN, RECORDED NOVEMBER 16, 2004, UNDER RECEPTION NO. [204188863](#), RESOLUTION NO. 06-182 REGARDING PRELIMINARY PLAN AMENDMENT RECORDED DECEMBER 8, 2006 UNDER RECEPTION NO. [206178199](#) AND RESOLUTION NO. 10-301 REGARDING PRELIMINARY PLAN RECORDED SEPTEMBER 13, 2010 UNDER RECEPTION NO. [210089275](#).
18. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE 4-WAY RANCH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 12, 2005 UNDER RECEPTION NO. [205142010](#), DECEMBER 1, 2005 UNDER RECEPTION NOS. [205191421](#) AND [205191423](#), NOVEMBER 12, 2009 UNDER RECEPTION NO. [209131266](#) AND APRIL 27, 2010 UNDER RECEPTION NO. [210038875](#).  
NOTICE OF SPECIAL DISTRICT AUTHORIZATION RECORDED OCTOBER 11, 2011 UNDER RECEPTION NO. [211098831](#).  
NOTICE OF SPECIAL DISTRICT AUTHORIZATION RECORDED OCTOBER 11, 2011 UNDER RECEPTION NO. [211098832](#).  
  
THE EFFECT OF RESOLUTION REGARDING THE IMPOSITION OF A FACILITIES FEE, RECORDED AUGUST 09, 2012, UNDER RECEPTION NO. [212092504](#) AND AMENDMENT TO RESOLUTION RECORDED MARCH 6, 2014 UNDER RECEPTION NO. [214018800](#).  
SPECIAL DISTRICT PUBLIC DISCLOSURE RECORDED DECEMBER 22, 2014 UNDER RECEPTION NO. [214117748](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED AUGUST 23, 2007 UNDER RECEPTION NO. [207110495](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH



**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** RND55064706

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

AND GRANTED IN WATER EASEMENT AGREEMENT RECORDED NOVEMBER 06, 2007 UNDER RECEPTION NO. [207143735](#).

21. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED APRIL 13, 2010, UNDER RECEPTION NO. [210034080](#).
22. THE EFFECT OF RESOLUTION NO. 11-305 REGARDING REZONING RECORDED SEPTEMBER 29, 2011, UNDER RECEPTION NO. [211095161](#).
23. THE EFFECT OF PUD MAP RECORDED JUNE 06, 2013, UNDER RECEPTION NO. [213073743](#).
24. THE EFFECT OF RESOLUTION NO. 13-44 REGARDING REZONING RECORDED JULY 10, 2013, UNDER RECEPTION NO. [213088625](#).
25. RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATER OF BLACK SQUIRREL CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY, WITHOUT DIMINUTION.



**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 and Meridian Land Title, LLC, as agents 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 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 either obtain 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 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 access 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 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.



## 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-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 the 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 a 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.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

  
John E. Freyer, Jr.  
President



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary