



Customer Distribution

Our Order Number: SC55053182-6

Date: 12-06-2016

Property Address: VACANT LAND, MONUMENT, CO 80132

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-381-0243 (phone)
877-334-2012 (fax)
kdeherrera@ltgc.com
Company License: CO44565
Contact License: CO463794

Closer's Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
agoller@ltgc.com

For Title Assistance

BEN LOWE
102 S TEJON #760
COLORADO SPRINGS, CO 80903
719-634-4821 (phone)
719-634-3190 (fax)
blowe@ltgc.com

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

Buyer/Borrower

JM WESTON HOMES LLC
174 NORTH WASHINGTON STREET, SUITE A
MONUMENT, CO 80132
719-491-8236 (work)
jbissett@jmwestonhomes.com
Delivered via: Electronic Mail

RAMPART SURVEYS

Seller/Owner

HIGH VALLEY GROUP
1755 TELSTAR DR #211
COLORADO SPRINGS, CO 80920
719-260-7477 (work)
dwallace@laplatallc.com
Delivered via: Electronic Mail

Attention: CORY SHARP

PO BOX 5101
WOODLAND PARK, CO 80866
719-687-0920 (work)
cory@rampartls.com
Delivered via: Electronic Mail

RECEIVED VERSION
DEC 06 2016 1



Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55053182-6

Date: 12-06-2016

Property Address: VACANT LAND, MONUMENT, CO 80132

Buyer/Borrower: JM WESTON HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06 (Reissue Rate)	\$755.00
Tax Certificate 71114-00-007	\$20.00
Tax Certificate 71114-04-111	\$20.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$795.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55053182-6

Customer Ref -Loan No.:

Property Address:

VACANT LAND, MONUMENT, CO 80132

1. Effective Date:

12-01-2016 At 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$500,000.00
Proposed Insured:
JM WESTON HOMES LLC, A COLORADO LIMITED
LIABILITY COMPANY

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

A FEE SIMPLE

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

LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL E (E1 & E2): THE COVE

THOSE PORTIONS OF THE COVE AT WOODMOOR RECORDED JUNE 20, 1972 IN PLAT BOOK V2 AT PAGE 59 AND OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, MONUMENTED AT ITS NORTHERLY END WITH A REBAR & CAP, PLS 2682 AND AT ITS SOUTHEND WITH A #4 REBAR. SAID LINE BEARS SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST.

BEGINNING AT THE NORTHWEST CORNER OF LAKE WOODMOOR RECORDED NOVEMBER 22, 1968 IN PLAT BOOK K2 AT PAGE 83; THENCE SOUTH 04 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SUBDIVISION 805.58 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 76 DEGREES 52 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID LINE 270.50 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF THE PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802; THENCE NORTH 33 DEGREES 16 MINUTES 26 SECONDS EAST ALONG SAID EASTERLY LINE 198.00 FEET TO THE SOUTHEAST CORNER OF SAID COVE AT WOODMOOR; THENCE SOUTH 78 DEGREES 28 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID COVE AT WOODMOOR AND ALONG THE NORTHERLY LINE OF SAID PARCEL DESCRIBED IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802 A DISTANCE OF 381.79 FEET TO THE SOUTHEAST CORNER OF THE COVE AT WOODMOOR CONDOMINIUMS RECORDED DECEMBER 19, 1974 IN PLAT BOOK 1 AT PAGE 79 (THE FOLLOWING FOUR COURSES ARE ALONG THE EASTERLY LINE OF SAID THE COVE AT WOODMOOR CONDOMINIUMS);

- 1) NORTH 09 DEGREES 11 MINUTES 13 SECONDS WEST, 201.02 FEET;
- 2) NORTH 00 DEGREES 23 MINUTES 42 SECONDS EAST, 50.00 FEET;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55053182-6

Customer Ref -Loan No.:

- 3) NORTH 89 DEGREES 36 MINUTES 18 SECONDS WEST, 8.32 FEET;
- 4) NORTH 07 DEGREES 40 MINUTES 16 SECONDS WEST, 133.33 FEET TO THE SOUTHERLY LINE OF DEER CREEK ROAD, THE SAME BEING THE NORTHERLY LINE OF SAID THE COVE AT WOODMOOR;

THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 10 MINUTES 40 SECONDS, A RADIUS OF 742.00 FEET, FOR AN ARC LENGTH OF 377.86 FEET (THE CENTER OF SAID CURVE BEARS NORTH 23 DEGREES 04 MINUTES 14 SECONDS WEST) TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 08 MINUTES 38 SECONDS, A RADIUS OF 508.69 FEET, FOR AN ARC LENGTH OF 285.38 FEET TO THE POINT OF BEGINNING.

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

(Requirements)

Order Number: SC55053182-6

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. PROVIDE TO THE COMPANY AN ESTOPPEL FROM THE WOODMOOR IMPROVEMENT ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION SETTING FORTH THE CURRENT STATUS OF ANY ASSESSMENTS OR OTHER AMOUNTS AS MAY BE DUE PURSUANT TO THE COVENANTS FOR WOODMOOR.
2. PROVIDE TO THE COMPANY AN ESTOPPEL FROM THE COVE HOMEOWNER'S CONDOMINIUM ASSOCIATION, A COLORADO NONPROFIT CORPORATION SETTING FORTH THE CURRENT STATUS OF ANY ASSESSMENTS OR OTHER AMOUNTS AS MAY BE DUE PURSUANT TO THE COVENANTS FOR THE COVE CONDOMINIUMS .
3. PARTIAL RELEASE OF DEED OF TRUST DATED FEBRUARY 05, 2013, FROM LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF BJ FUNDING, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$526,000.00 RECORDED FEBRUARY 08, 2013, UNDER RECEPTION NO. 213017871. AGREEMENT FOR MODIFICATION OF PROMISSORY NOTE AND DEED OF TRUST IN CONJUNCTION THEREWITH RECORDED NOVEMBER 08, 2013, UNDER RECEPTION NO. 213137848. SUBORDINATION AGREEMENT IN CONJUNCTION THEREWITH RECORDED DECEMBER 1, 2015 UNDER RECEPTION NO. 215129181.
4. WARRANTY DEED FROM LAKE WOODMOOR HOLDINGS, LLC A COLORADO LIMITED LIABILITY COMPANY TO JM WESTON HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR LAKE WOODMOOR HOLDINGS, LLC RECORDED FEBRUARY 08, 2013 UNDER RECEPTION NO. 213017867 DISCLOSES GEORGE C. HESS, III, MANAGER AS THE PERSON WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: STATEMENT OF AUTHORITY FOR JM WESTON HOMES LLC RECORDED JANUARY 25, 2012 UNDER RECEPTION NO. 212008117 DISCLOSES JOHN W. BISSETT, MEMBER AS THE PERSON WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2015 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

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

(Requirements)

Order Number: SC55053182-6

The following are the requirements to be complied with:

TAXES AND ASSESSMENTS FOR THE YEAR 2016, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55053182-6

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. RESERVATIONS CONTAINED IN PATENT OF THE UNITED STATES OF AMERICA RECORDED FEBRUARY 10, 1883 IN BOOK 43 AT PAGE 137.
9. RIGHT OF WAY EASEMENT AS GRANTED TO THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED APRIL 10, 1951, IN BOOK 1290 AT PAGE 233. SAID EASEMENT WAS TRANSFERRED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN DEED RECORDED APRIL 26, 1952 IN BOOK 1337 AT PAGE 155.
10. 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 JUNE 28, 1963, IN BOOK 1963 AT PAGE 796 AND APRIL 10, 1964 IN BOOK 2006 AT PAGE 457.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERMANENT EASEMENT BY THE WOODMOOR CORPORATION TO THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED NOVEMBER 12, 1969 IN BOOK 2318 AT PAGE 624.
12. 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,

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55053182-6

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:

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 12, 1971, IN BOOK 2421 AT PAGE 212. CERTIFICATES IN CONJUNCTION THEREWITH RECORDED MAY 4, 1972 IN BOOK 2486 AT PAGE 679 AND JUNE 16, 1972 IN BOOK 2496 AT PAGE 968.

13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE COVE AT WOODMOOR RECORDED JUNE 20, 1972 UNDER RECEPTION NO. 894467 IN PLAT BOOK V2 AT PAGE 59.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED JULY 5, 1972 IN BOOK 2502 AT PAGE 914.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED JULY 28, 1972 IN BOOK 2509 AT PAGE 820.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED TO THE WOODMOOR WATER AND SANITATION DISTRICT #1 RECORDED NOVEMBER 29, 1972 IN BOOK 2542 AT PAGE 781.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BY LAWS OF THE COVE CONDOMINIUM ASSOCIATION RECORDED DECEMBER 19, 1974 IN BOOK 2723 AT PAGE 956.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT GRANTED BY GREAT FALLS PROPERTIES, INC. RECORDED SEPTEMBER 7, 1976 IN BOOK 2857 AT PAGE 268.
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 SEPTEMBER 07, 1976, IN BOOK 2857 AT PAGE 271.
20. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY WITHIN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977 IN BOOK 2941 AT PAGE 577. SAID DISTRICT IS NOW KNOWN AS THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT AS EVIDENCED BY THE INSTRUMENTS RECORDED JUNE 14, 2011 UNDER RECEPTION NO. 211057746 AND JULY 1, 2011 UNDER RECEPTION NO. 211064088.
21. THE EFFECT OF RESOLUTION NO. 79-349, LAND USE 169 CONTAINED IN INSTRUMENT RECORDED DECEMBER 13, 1979 IN BOOK 3261 AT PAGE 816.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE EASEMENT DEED FROM JAY R. LEVY IRREVOCABLE EXEMPTION EQUIVALENT TRUST DATED JULY 7, 1988 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 09, 1994 IN BOOK 6465 AT

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55053182-6

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:

PAGE 52.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE EASEMENT DEED FROM JACK G. SHAFFER, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DAN KUBBY, DECEASED TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 09, 1994 IN BOOK 6465 AT PAGE 60.
24. TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM EDWIN EARL HOWSAM AS TRUSTEE UNDER AGREEMENT WITH EDWIN EARL HOWSAM AS TRUSTOR DATED MARCH 30, 1993 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 68.
25. TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM RICHARD J. BEEBE AS TRUSTEE OF THE TRUST AGREEMENT CREATED ON JANUARY 4, 1982 TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 77.
26. TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM EDWIN L. CANTER TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 84.
27. TERMS, CONDITIONS, PROVISIONS, DUTIES AND OBLIGATIONS CONTAINED IN THAT EASEMENT DEED FROM ROBERT L. HOWSAM, JR. TO KAB-PANKEY, LIMITED LIABILITY COMPANY RECORDED JUNE 9, 1994 IN BOOK 6465 AT PAGE 91.
28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 31, 1995, IN BOOK 6755 AT PAGE 949.
RESOLUTION NO. 95-333, LAND USE-124 IN CONJUNCTION THEREWITH RECORDED OCTOBER 27, 1995 IN BOOK 6753 AT PAGE 408.
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 31, 1995, IN BOOK 6755 AT PAGE 953, AND OCTOBER 11, 1996 UNDER RECEPTION NO. 96131089.
30. RESTRICTIVE COVENANTS AND EASEMENTS, 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 16, 1999, UNDER RECEPTION NO. 99146134. RATIFICATION IN CONJUNCTION THEREWITH RECORDED DECEMBER 23, 2008 UNDER RECEPTION NOS. 208134846 AND 208134847.
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY AS GRANTED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN INSTRUMENT RECORDED OCTOBER 11, 1996, UNDER RECEPTION

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55053182-6

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:

NO. 96131090.

32. TERMS, CONDITION, PROVISIONS, DUTIES AND OBLIGATIONS SET FORTH IN RESOLUTION NO. 99-399 RECORDED OCTOBER 20, 1999 UNDER RECEPTION NO. 99163142 AND RESOLUTION NO. 02-394 RECORDED NOVEMBER 7, 2002 AT RECEPTION NO. 202195447 AND RERECORDED JANUARY 23, 2003 AT RECEPTION NO. 203015803.
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FLOOD LINE EASEMENT AGREEMENT FROM KAB-PANKEY LIMITED LIABILITY COMPANY TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088807. PURPORTED FIRST AMENDMENT THERETO RECORDED JULY 28, 2009 UNDER RECEPTION NO. 209087237.
34. TERMS, CONDITIONS, PROVISIONS, DUTIES, AND OBLIGATIONS CONTAINED IN THE LAKE WOODMOOR EXCHANGE AGREEMENT AS SHOWN BY MEMORANDUM OF AGREEMENT RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088810. WATER ALLOCATION NOTICES IN CONJUNCTION THEREWITH RECORDED DECEMBER 5, 2006 UNDER RECEPTION NO. 206176423, DECEMBER 8, 2006 UNDER RECEPTION NO. 206178645 AND FEBRUARY 8, 2013 UNDER RECEPTION NO. 213017915.
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT GRANTED TO THE WOODMOOR WATER & SANITATION DISTRICT NO. 1 RECORDED APRIL 28, 2008 UNDER RECEPTION NO. 208047707.
36. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 31, 2014 UNDER RECEPTION NO. 214120304.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
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 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 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
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

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.

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