



## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND55116133**

Date: **03/18/2024**

Property Address: **SE CORNER I-25 AND COUNTY LINE ROAD, MONUMENT, CO 80132**

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### For Closing Assistance

### For Title Assistance

ROBERT HAYES  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4136 (Work)  
[ROHAYES@LTGC.COM](mailto:ROHAYES@LTGC.COM)

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### Seller/Owner

MONUMENT RIDGE EAST, LLC, A COLORADO  
LIMITED LIABILITY COMPANY

Delivered via: Electronic Mail

VERTEX DEVELOPMENT  
Attention: CRAIG DOSSEY  
455 E PIKES PEAK AVENUE SUITE 101  
COLORADO SPRINGS, CO 80903  
(303) 906-8800 (Cell)  
[craig.dossey@vertexc.com](mailto:craig.dossey@vertexc.com)  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** RND55116133

**Date:** 03/18/2024

**Property Address:** SE CORNER I-25 AND COUNTY LINE ROAD, MONUMENT, CO 80132

**Seller(s):** MONUMENT RIDGE EAST, LLC, A COLORADO LIMITED LIABILITY COMPANY

**Buyer(s):**

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$279.00
<b>TOTAL</b>	<b>\$279.00</b>

**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 documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 12/20/2021 under reception no. 221230108](#)

[El Paso county recorded 12/30/2015 under reception no. 215139932](#)

[El Paso county recorded 12/30/2015 under reception no. 215139933](#)

[El Paso county recorded 09/30/2021 under reception no. 221183353](#)

[El Paso county recorded 08/18/2016 under reception no. 216093324](#)

**Plat Map(s):**

[El Paso county recorded 11/19/1992 under reception no. 2225904 at book E5 page 167](#)

[El Paso county recorded 11/29/2005 under reception no. 205190028](#)

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

Order Number: RND55116133

**Property Address:**

SE CORNER I-25 AND COUNTY LINE ROAD, MONUMENT, CO 80132

**1. Effective Date:**

03/11/2024 at 5:00 P.M.

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

"TBD" Commitment  
Proposed Insured:

\$5,000.00

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

FEE SIMPLE

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

MONUMENT RIDGE EAST, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL B:

A TRACT OF LAND LOCATED IN THE NORTH ONE HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M. IN EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION;  
TOWNSHIP HENCE S 89 DEGREES 06 MINUTES 54 SECONDS W A DISTANCE OF 1320.00 FEET;  
THENCE S 00 DEGREES 53 MINUTES 12 SECONDS W A DISTANCE OF 300.01 FEET;  
THENCE S 89 DEGREES 06 MINUTES 34 SECONDS W A DISTANCE OF 1599.97 FEET;  
THENCE S 14 DEGREES 12 MINUTES 38 SECONDS W A DISTANCE OF 887.45 FEET;  
FOR THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREBY;  
THENCE CONTINUE S 14 DEGREES 12 MINUTES 38 SECONDS W, A DISTANCE OF 102.63 FEET;  
THENCE S 86 DEGREES 45 MINUTES 14 SECONDS W A DISTANCE OF 350.00 FEET;  
THENCE S 00 DEGREES 24 MINUTES 09 SECONDS W A DISTANCE OF 236.98 FEET;  
THENCE N 89 DEGREES 57 MINUTES 36 SECONDS W A DISTANCE OF 649.40 FEET TO A POINT ON THE  
EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25;  
THENCE N 06 DEGREES 43 MINUTES 00 SECONDS E, ALONG SAID RIGHT OF WAY LINE, 696.96 FEET;  
THENCE S 89 DEGREES 57 MINUTES 36 SECONDS E A DISTANCE OF 251.71 FEET;  
THENCE S 06 DEGREES 43 MINUTES 00 SECONDS W A DISTANCE OF 337.98 FEET;  
THENCE S 89 DEGREES 57 MINUTES 36 SECONDS E A DISTANCE OF 732.00 FEET TO THE POINT OF  
BEGINNING.

(AKA PARCEL E-3)

PARCEL C:

A TRACT OF LAND BEING A PORTION OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO BEING A PORTION OF PARCEL A AND PARCEL B AS DESCRIBED BY DOCUMENT (RECORDED MARCH 5, 1999 UNDER RECEPTION NO. [99035205](#), EL PASO COUNTY, COLORADO RECORDS), SITUATE IN COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO A PORTION OF THE WESTERLY LINE OF SAID PARCEL A, MONUMENTED AS SHOWN AND

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

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ASSUMED TO BEAR NORTH 01 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1833.20 FEET)

(THE FOLLOWING SIX (6) COURSES ARE ALONG THE LINES OF SAID PARCEL A AND PARCEL B);

- 1) NORTH 01 DEGREES 04 MINUTES 39 SECONDS EAST, 1833.20 FEET;
- 2) NORTH 00 DEGREES 50 MINUTES 54 SECONDS EAST, 370.05 FEET;
- 3) NORTH 00 DEGREES 47 MINUTES 39 SECONDS EAST, 443.01 FEET;
- 4) NORTH 89 DEGREES 06 MINUTES 35 SECONDS WEST, 395.12 FEET;
- 5) NORTH 07 DEGREES 27 MINUTES 26 SECONDS EAST, 1273.57 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B;
- 6) SOUTH 89 DEGREES 15 MINUTES 42 SECONDS EAST, 437.24 FEET TO THE NORTHWEST CORNER OF MISTY ACRES SUBDIVISION FILING NO. 1 (RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [205190028](#), SAID EL PASO COUNTY RECORDS)

(THE FOLLOWING FOURTEEN (14) COURSES ARE ALONG THE WESTERLY LINES OF SAID FILING);

- 1) SOUTH 00 DEGREES 48 MINUTES 57 SECONDS WEST, 54.29 FEET;
  - 2) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 16 DEGREES 23 MINUTES 27 SECONDS, A RADIUS OF 601.00 FEET, AN ARC LENGTH OF 171.93 FEET;
  - 3) SOUTH 15 DEGREES 34 MINUTES 30 SECONDS EAST, 647.10 FEET;
  - 4) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 05 MINUTES 22 SECONDS, A RADIUS OF 521.00 FEET, AN ARC LENGTH OF 264.52 FEET;
  - 5) SOUTH 13 DEGREES 30 MINUTES 52 SECONDS WEST, 382.56 FEET;
  - 6) AN A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 29 DEGREES 13 MINUTES 34 SECONDS, A RADIUS OF 650.71 FEET, AN ARC LENGTH OF 331.92 FEET TO A POINT OF REVERSE CURVE;
  - 7) AN SAID REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 42 MINUTES 48 SECONDS, A RADIUS OF 548.00 FEET, AN ARC LENGTH OF 398.96 FEET;
  - 8) SOUTH 01 DEGREES 01 MINUTES 38 SECONDS WEST, 172.86 FEET;
  - 9) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 14 MINUTES 35 SECONDS, A RADIUS OF 740.00 FEET, AN ARC LENGTH OF 326.03 FEET;
  - 10) SOUTH 24 DEGREES 12 MINUTES 57 SECONDS EAST, 474.89 FEET;
  - 11) ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 63 DEGREES 38 MINUTES 53 SECONDS, A RADIUS OF 521.00 FEET, AN ARC LENGTH OF 578.76 FEET;
  - 12) SOUTH 39 DEGREES 25 MINUTES 56 SECONDS WEST, 87.74 FEET;
  - 13) ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 26 MINUTES 58 SECONDS, A RADIUS OF 601.00 FEET, AN ARC LENGTH OF 183.08 FEET;
  - 14) SOUTH 21 DEGREES 58 MINUTES 58 SECONDS WEST, 91.58 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A;
- THENCE NORTH 89 DEGREES 35 MINUTES 50 SECONDS WEST ALONG SAID PARCEL A'S SOUTHERLY LINE, 64.39 FEET TO THE POINT OF BEGINNING.

AND BEING THE SAME PARCEL ACQUIRED IN DEED RECORDED DECEMBER 20, 2021, UNDER RECEPTION NO. [221230108](#).

EXCEPTING THEREFROM THE PARCEL CONVEYED IN QUITCLAIM DEED RECORDED AUGUST 3, 2016 UNDER RECEPTION NO. [216086835](#);

FURTHER ACCEPTING THE PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 20, 2020 UNDER RECEPTION NO. [220189049](#).

PARCEL D:

LOT 1, HEIGHTS FILING ONE, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL E:

LOT 27, MISTY ACRES SUBDIVISION FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.

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Old Republic National Title Insurance Company

### Schedule A

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#### PARCEL F:

A TRACT OF LAND IN THE NORTH ONE-HALF OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 60 FOOT WIDE COUNTY LINE ROAD AND THE WESTERLY RIGHT OF WAY LINE OF 60 FOOT WIDE DOEWOOD DRIVE AS DEDICATED IN "HEIGHTS FILING TWO" AS RECORDED APRIL 28, 1993 UNDER RECEPTION NO. [2287623](#) IN PLAT BOOK E5 AT PAGE 228 OF THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THAT RIGHT OF WAY PARCEL FOR COUNTY LINE ROAD GRANTED IN SPECIAL WARRANTY DEED RECORDED JANUARY 9, 2014 UNDER RECEPTION NO. [214002145](#), OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S 00° 02' 24" W, ALONG THE EASTERLY LINE THEREOF, 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 02' 24" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID DOEWOOD DRIVE, 250.05 FEET TO THE NORTHEAST CORNER OF LOT 10 IN SAID "HEIGHTS FILING TWO"; THENCE S 89° 06' 54" W, ALONG SAID NORTHERLY LINE, 129.47 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 15° 04' 41" W, ALONG THE WESTERLY LINE OF SAID "HEIGHTS FILING TWO", 981.29 FEET TO THE NORTHEAST CORNER OF "HEIGHTS FILING ONE" AS RECORDED NOVEMBER 19, 1992 IN PLAT BOOK E5 AT PAGE [167](#) UNDER RECEPTION NO. 2225904 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S 88° 45' 14" W, ALONG THE NORTHERLY LINE THEREOF, 306.89 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3951 AT PAGE [1433](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO AND AN EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN PUBLIC TRUSTEES DEED RECORDED IN BOOK 5852 AT PAGE [323](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 14° 12' 38" E, ALONG SAID EASTERLY LINES, 102.54 FEET TO THE NORTHEASTERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 3951 AT PAGE [1433](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE N 89° 57' 36" W, ALONG THE NORTHERLY LINE THEREOF, 732.00 FEET TO A POINT ON THE EASTERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 6488 AT PAGE [243](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING TWO COURSES ARE ALONG THE BOUNDARY OF SAID TRACT; THENCE (1) N 06° 43' 00" E, 337.98 FEET; THENCE (2) N 89° 57' 36" W, 251.71 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO RECORDED IN BOOK 1984 AT PAGE [836](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING FOUR COURSES ARE ALONG SAID EASTERLY LINE; THENCE (1) N 06° 43' 00" E, 36.92 FEET; THENCE (2) N 29° 16' 30" E, 675.30 FEET; THENCE (3) N 89° 05' 00" E, 500.00 FEET; THENCE (4) N 29° 33' 00" E (BASIS OF BEARING), 180.19 FEET TO INTERSECT THE SOUTH LINE OF AFORESAID 60 FOOT WIDE COUNTY LINE ROAD; THENCE N 89° 06' 54" E, ALONG SAID SOUTHERLY LINE 258.85 FEET TO THE NORTHWEST CORNER OF THE AFORESAID RIGHT OF WAY PARCEL GRANTED TO EL PASO COUNTY FOR COUNTY LINE ROAD RECORDED JANUARY 9, 2014 UNDER RECEPTION NO. [214002145](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; THE FOLLOWING FOUR COURSES ARE ALONG THE SOUTHERLY LINE THEREOF; THENCE (1) S 00° 53' 11" E, 11.00 FEET; THENCE (2) S 89° 57' 43" E, 186.01 FEET; THENCE (3) N 89° 46' 13" E, 87.26 FEET; THENCE (4) S 89° 02' 16" E, 154.69 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PARCEL CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT FOR THE CRYSTAL CREEK LIFT STATION BY DEED RECORDED NOVEMBER 30, 1998 AT RECEPTION NO. [98175218](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO; EXCEPTING DEED RECORDED NOVEMBER 29, 2010 AT RECEPTION NO. [210120918](#) AND JANUARY 9, 2014 AT RECEPTION NO. [214002145](#) AND FURTHER EXCEPTING ANY PORTION WITHIN THE RIGHT OF WAY OF COUNTY LINE ROAD OR INTERSTATE HIGHWAY 25, AND FURTHER EXCEPTING THAT PORTION DEDICATED AS DOEWOOD DRIVE IN "HEIGHTS FILING TWO" AS RECORDED APRIL 28, 1993 UNDER RECEPTION NO. [2287623](#) IN PLAT BOOK E5 AT PAGE 228 UNDER RECEPTION NO. 2287623 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

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

**Order Number: RND55116133**

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND55116133

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

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

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

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

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

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

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

Order Number: RND55116133

**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. EXISTING LEASES AND TENANCIES.
9. RIGHTS AND RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED MARCH 01, 1883 AS CERTIFICATE NO. 789 AND JANUARY 15, 1885 AS CERTIFICATE NO. 1641, U.S. BUREAU OF LAND MANAGEMENT RECORDS.  
  
THE REFERENCED DOCUMENTS ARE STORED IN OUR SYSTEM AS IMAGE [39500110](#).
10. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF SUBJECT PROPERTY ADJACENT TO SECTION LINES BY REASON OF A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED JUNE 20, 1917, IN BOOK 571 AT PAGE [55](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
11. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 18, 1964, IN BOOK 2049 AT PAGE [726](#).
12. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRIC AND TELEPHONE UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 06, 1969, IN BOOK 2276 AT PAGE [73](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 16, 1970 IN BOOK 2364 AT PAGE [993](#).



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

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14. INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE [577](#).
15. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRIC TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 13, 1983, IN BOOK 3722 AT PAGE [41](#).  
NOTE: PARTIAL RELEASE OF RIGHT OF WAY AS TO PORTIONS OF MISTY ACRES SUBDIVISION FILING NO. 1 RECORDED OCTOBER 3, 2007 UNDER RECEPTION NO. [207129099](#).
16. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRIC AND TELEPHONE UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 19, 1987, IN BOOK 5333 AT PAGE [1028](#).
17. AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS GRANTED TO M.G.P., INC., A COLORADO CORPORATION BY THE DEED RECORDED DECEMBER 5, 1989 IN BOOK 5691 AT PAGE [1415](#) AND RE-RECORDED NOVEMBER 8, 1991 IN BOOK 5901 AT PAGE [177](#) AND RE-RECORDED JANUARY 14, 1992 IN BOOK 5924 AT PAGE [316](#).
18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HEIGHTS FILING ONE RECORDED NOVEMBER 19, 1992 UNDER RECEPTION NO. [2225904](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 92-314, LAND USE-55 RECORDED DECEMBER 10, 1992 IN BOOK 6089 AT PAGE [688](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY AGREEMENT RECORDED FEBRUARY 16, 1994 IN BOOK 6382 AT PAGE [474](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 94-188, LAND USE-67 RECORDED JULY 07, 1994 IN BOOK 6482 AT PAGE [1277](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 94-294, LAND USE-122 RECORDED OCTOBER 21, 1994 IN BOOK 6548 AT PAGE [759](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENTS WITH THE WOODMOOR WATER & SANITATION DISTRICT NO. 1 RECORDED NOVEMBER 18, 1997 UNDER RECEPTION NO. [97135434](#) AND RECORDED FEBRUARY 23, 1999 UNDER RECEPTION NO. [099027885](#) AND RECORDED OCTOBER 23, 2002 UNDER RECEPTION NO. [202183191](#).
24. WATER AND WATER RIGHTS CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 BY DEEDS RECORDED NOVEMBER 18, 1997 UNDER RECEPTION NO. [97135435](#) AND RECORDED FEBRUARY 23, 1999 UNDER RECEPTION NO. [099027886](#) AND RECORDED OCTOBER 23, 2002 UNDER RECEPTION NO. [202183190](#).
25. INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 04, 1997, UNDER RECEPTION NO. [97142755](#) AND RECORDED MARCH 5, 1999 UNDER RECEPTION NO. [99035205](#) AND RECORDED NOVEMBER 5, 2002 UNDER RECEPTION NO. [202193878](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EXCESS WATER USAGE AND SERVICE AGREEMENT RECORDED JULY 16, 1999 UNDER RECEPTION NO. [099114172](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 20, 1999 UNDER RECEPTION NO. [099133706](#).

**ALTA COMMITMENT**  
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**(Exceptions)**

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28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 99-356 RECORDED NOVEMBER 02, 1999 UNDER RECEPTION NO. [099168724](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 99-355 RECORDED NOVEMBER 02, 1999 UNDER RECEPTION NO. [099168725](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 00-72 RECORDED MARCH 20, 2000 UNDER RECEPTION NO. [200028818](#).
31. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 25, AS GRANTED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN INSTRUMENT RECORDED JUNE 12, 2000 UNDER RECEPTION NO. [200067466](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 13, 2000 UNDER RECEPTION NO. [200081618](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 13, 2000 UNDER RECEPTION NO. [200081620](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 00-527 RECORDED MARCH 09, 2001 UNDER RECEPTION NO. [201029122](#).
35. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 23, 2001, UNDER RECEPTION NO. [201034896](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 01-246 RECORDED AUGUST 16, 2001 UNDER RECEPTION NO. [201118279](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MISTY ACRES RANCH DEVELOPMENT PLAN RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. [201169619](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 01-401 RECORDED DECEMBER 04, 2001 UNDER RECEPTION NO. [201177573](#).
39. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2002, UNDER RECEPTION NO. [202118043](#).
40. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2002, UNDER RECEPTION NO. [202118048](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 31, 2005 UNDER RECEPTION NO. [205136014](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 05-380 REGARDING MISTY ACRRES METROPOLITAN DISTRICT SERVICE PLAN RECORDED SEPTEMBER 09, 2005 UNDER RECEPTION NO. [205141448](#).
43. INCLUSION OF SUBJECT PROPERTY IN THE MISTY ACRES METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 14, 2005, UNDER RECEPTION NO. [205182073](#). SPECIAL DSTRIC PUBLIC DISCLOSURE DOCUMENT IN CONJUNCTION THEREWITH RECORDED JANUARY 16, 2015 UNDER RECEPTION NO. [215004824](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PRIVATE DETENTION BASIN MAINTENANCE AGREEMENT RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [205190025](#).

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

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45. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MISTY ACRES RECORDED NOVEMBER 29, 2005, UNDER RECEPTION NO. [205190026](#). AGREEMENT TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MISTY ACRES (TERMINATION) GIVEN IN CONJUNCTION THEREWITH RECORDED MAY 12, 2014 UNDER RECEPTION NO. [214039695](#).
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [205190027](#).
47. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MISTY ACRES SUBDIVISION FILING NO. 1 RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [205190028](#).
48. BY-LAWS OF MISTY ACRES OWNERS ASSOCIATION INC. RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [205190029](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MISTY ACRES RANCH MINOR AMENDMENT DEVELOPMENT PLAN RECORDED MARCH 21, 2006 UNDER RECEPTION NO. [206040624](#).
50. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 2006, UNDER RECEPTION NO. [206105680](#).
51. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 25, 2007, UNDER RECEPTION NO. [207011646](#).
52. EASEMENT GRANTED TO QWEST CORPORATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 24, 2007, UNDER RECEPTION NO. [207098022](#).
53. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED FEBRUARY 06, 2008 UNDER RECEPTION NOS. [208014463](#) AND [208014465](#).
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 03-73 RECORDED JANUARY 26, 2009 UNDER RECEPTION NO. [209007046](#).
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY RESOLUTION NO. 04-133 RECORDED JANUARY 26, 2009 UNDER RECEPTION NO. [209007047](#).
56. THE EFFECT OF RESOLUTION NO. 09-430 REGARDING SUBDIVISION BOND, RECORDED NOVEMBER 25, 2009, UNDER RECEPTION NO. [209136391](#).
57. THE EFFECT OF RESOLUTION NO. 15-310 REGARDING APPROVAL OF MISTY ACRES COMMERCIAL-MAP AMENDMENT (REZONING) (CS-15-002), RECORDED JULY 22, 2015, UNDER RECEPTION NO. [215077948](#).
58. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT RECORDED MARCH 27, 2019 UNDER RECEPTION NO. [219031140](#).

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(EXCEPTION NOS. 82 THROUGH 105 AFFECT PARCEL F)

59. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT, AS EVIDENCED BY ORDER RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE [577](#).
60. RESERVATION OF OIL, GAS, COAL AND MINERALS AS SET FORTH IN DEED RECORDED AUGUST 20, 1984 IN BOOK 3907 AT PAGE [1282](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 92-314, LAND USE-55 RECORDED MAY 10, 1993 IN BOOK 6089 AT PAGE [688](#).
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 93-94, LAND USE-16 RECORDED MAY 10, 1993 IN BOOK 6170 AT PAGE [266](#).
63. THE EFFECT OF RESOLUTION NO. 98-181, LAND USE-59 JUNE 18, 1998 UNDER RECEPTION NO. [98083904](#).
64. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS PIPELINE AGREEMENT RECORDED NOVEMBER 30, 1998 UNDER RECEPTION NO. [98175219](#).
65. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1 AS EVIDENCED BY INSTRUMENTS RECORDED NOVEMBER 30, 1998 UNDER RECEPTION NO. [98175216](#) AND DECEMBER 08, 1998, UNDER RECEPTION NO. [98180742](#).
66. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED NOVEMBER 30, 1998 UNDER RECEPTION NO. [98175217](#).
67. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED JANUARY 27, 2000 UNDER RECEPTION NO. [200009083](#).
68. THE EFFECT OF RESOLUTION NO. 00-284, RECORDED FEBRUARY 26, 2001, UNDER RECEPTION NO. [201022551](#).
69. THE EFFECT OF RESOLUTION NO. 00-285, RECORDED FEBRUARY 26, 2001, UNDER RECEPTION NO. [201022552](#).
70. THE EFFECT OF RESOLUTION NO. 00-283, RECORDED FEBRUARY 27, 2001, UNDER RECEPTION NO. [201022985](#).
71. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 20, 2000 UNDER RECEPTION NO. [200028818](#) AND MARCH 23, 2001, UNDER RECEPTION NO. [201034896](#).
72. THE EFFECT OF RESOLUTION NO. 06-459, RECORDED MARCH 12, 2007, UNDER RECEPTION NO. [207034102](#).
73. THE EFFECT OF RESOLUTION NO. 10-478, RECORDED FEBRUARY 09, 2011, UNDER RECEPTION NO. [211014446](#).
74. EASEMENTS AND NOTES ON THE PLAT OF SUBDIVISION EXEMPTION AND BOUNDARY LINE ADJUSTMENT BETWEEN UNPLATTED PARCELS RECORDED OCTOBER 28, 2010 UNDER RECEPTION NO. [210108605](#).

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75. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT WATER LINE EASEMENT RECORDED NOVEMBER 29, 2010 UNDER RECEPTION NO. [210120918](#).
76. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (PIPELINE) RECORDED NOVEMBER 29, 2010 UNDER RECEPTION NO. [210120919](#).
77. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED NOVEMBER 29, 2010 UNDER RECEPTION NO. [210120920](#).
78. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 13-491 RECORDED DECEMBER 12, 2013 UNDER RECEPTION NO. [213147360](#).
79. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED JANUARY 09, 2014 UNDER RECEPTION NO. [214002146](#).
80. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE PERMANENT EASEMENT RECORDED JANUARY 09, 2014 UNDER RECEPTION NO. [214002147](#).
81. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 14-438 RECORDED NOVEMBER 11, 2014 UNDER RECEPTION NO. [214109187](#).
82. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED NOVEMBER 29, 2010 UNDER RECEPTION NO. [210120920](#).
83. ANY AFFECT OF CONVEYANCE FAILURE TO COMPLY WITH PLATTING STATUES FOR THE CITY OF MONUMENT OF COUNTY OF EL PASO.
84. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY BE DISCLOSED BY AN ACCURATE CURRENT SURVEY( AS TO PARCELS B THROUGH F)
85. DEED OF TRUST DATED AUGUST 11, 2022 FROM MONUMENT RIDGE EAST, LLC, MONUMENT RIDGE WEST, LLC, LARSEN LAND HOLDINGS LLC. TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF 5STAR TO SECURE THE AGGREGATE SUM OF \$2,500,000.00 RECORDED AUGUST 11, 2022 UNDER RECEPTION NO. [222106820](#).
86. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE RECORDED JANUARY 03, 2023 UNDER RECEPTION NO. [223093087](#).
87. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND AGREEMENT RECORDED MARCH 29, 2023 UNDER RECEPTION NO. [22325559](#), [22325560](#).
88. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED NOVEMBER 08, 2023 UNDER RECEPTION NO. [223093087](#).
89. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED NOVEMBER 08, 2023 UNDER RECEPTION NO. [223093087](#), [223093088](#).



## Land Title Guarantee Company Disclosure Statements

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

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

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

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

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

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

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

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

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

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

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

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

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



## **Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company**

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

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

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

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

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration



Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

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

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

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

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

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice President



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

By  President

Attest  Secretary

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

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