



## Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD** - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55076506-4**

Date: **05/10/2022**

Property Address: **VACANT LAND, MONUMENT, CO 80132**

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

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#### For Closing Assistance

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

#### Closers Assistant

Tessa Cooper  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0248 (Work)  
(800) 614-3902 (Work Fax)  
[tecooper@ltgc.com](mailto:tecooper@ltgc.com)  
Contact License: CO684797  
Company License: CO44565

#### Closing Processor

Chris Himes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 386-0534 (Work)  
(877) 334-2012 (Work Fax)  
[chimes@ltgc.com](mailto:chimes@ltgc.com)  
Company License: CO44565

#### For Title Assistance

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohays@ltgc.com](mailto:rohays@ltgc.com)

JM WESTON HOMES  
Attention: JOHN BISSETT  
430 BEACON LITE RD #115  
MONUMENT, CO 80132  
(719) 491-8236 (Cell)  
(719) 694-8335 (Work)  
[jbissett@jmwestonhomes.com](mailto:jbissett@jmwestonhomes.com)  
Delivered via: Electronic Mail

HIGH VALLEY GROUP  
Attention: DENISE WALLACE  
1755 TELSTAR DR #211  
COLORADO SPRINGS, CO 80920  
(719) 260-7477 (Work)  
[dwallace@laplatallc.com](mailto:dwallace@laplatallc.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55076506-4**

Date: **05/10/2022**

Property Address: **VACANT LAND, MONUMENT, CO 80132**

Parties: **JM WESTON HOMES LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**LAKE WOODMOOR HOLDINGS, 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	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$755.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate	\$52.00
	<b>Total \$907.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</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 effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 02/08/2013 under reception no. 213017868](#)

[El Paso county recorded 02/08/2013 under reception no. 213017869](#)

**Plat Map(s):**

[El Paso county recorded 06/20/1972 under reception no. 894467](#)

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

Order Number: SC55076506-4

**Property Address:**

VACANT LAND, MONUMENT, CO 80132

**1. Effective Date:**

05/03/2022 at 5:00 P.M.

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

"ALTA" Owner's Policy 06-17-06 Reissue Rate

\$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 SOUTHERLY END 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;
- 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

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: SC55076506-4**

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, Part I**

**(Requirements)**

**Order Number:** SC55076506-4

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

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

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

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

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

1. PROVIDE 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.
5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA SURVEY.

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR LAKE WOODMOOR HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 24, 2020 UNDER RECEPTION NO. [22056178](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOLIENE WEISS AND GEORGE C HESS III AS THE AUTHORIZED AGENT (WEISS) OR MANAGER/ MEMBER (HESS) 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.

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.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55076506-4

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

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 2021 TAXES, ITEM 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

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

Order Number: SC55076506-4

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. RESERVATIONS 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](#).**

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

Order Number: SC55076506-4

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, 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](#). AMENDED BY ORDER APPROVING SETTLEMENT OF CLASS ACTION RECORDED SEPTEMBER 16, 1999 UNDER RECEPTION NO. [99146134](#) AND AMENDMENT TO SETTLEMENT OF CLASS ACTION RECORDED DECEMBER 09, 2016 UNDER RECEPTION NO. [216143125](#).
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](#).



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

**Order Number:** SC55076506-4

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 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](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: SC55076506-4

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](#). AS AMENDED BY AMENDMENT TO DOCUMENTS PROVIDED FOR IN SETTLEMENT OF CLASS ACTION, RECORDED DECEMBER 12, 2016 UNDER RECEPTION NO. [16143125](#).
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 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](#).
37. EXISTING LEASES AND TENANCIES, IF ANY.
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 13, 2019 UNDER RECEPTION NO. [219142336](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED MAY 28, 2020 UNDER RECEPTION NO. [22073315](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Company

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

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

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

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

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

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

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

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

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

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice President



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

By



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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