



**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: **SC55076278**

Date: **04/25/2019**

Property Address: **JACKSON CREEK NORTH FILING NO. 2, Monument, CO 80132**

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

For Closing Assistance

For Title Assistance

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

CSI CONSTRUCTION
Attention: MICHAEL TAYLOR
540 ELKTON DR SUITE 202
COLORADO SPRINGS, CO 80907
(719) 522-0500 (Work)
mtaylor@csigc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55076278**

Date: **04/25/2019**

Property Address: **JACKSON CREEK NORTH FILING NO. 2, Monument, CO 80132**

Parties: **A BUYER TO BE DETERMINED**

**JACKSON CREEK LAND COMPANY, A COLORADO LIMITED LIABILITY COMPANY
AND VISION DEVELOPMENT, INC., A COLORADO CORPORATION, AS THEIR
INTERESTS MAY APPEAR**

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$394.00
	Total \$394.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 03/31/2008 under reception no. 208035718](#)

[El Paso county recorded 12/09/1994 under reception no. 94163852 at book 6575 page 224](#)

[El Paso county recorded 12/09/1994 under reception no. 94163852 at book 6575 page 217](#)

[El Paso county recorded 11/01/1994 under reception no. 94149503 at book 6554 page 391](#)

[El Paso county recorded 11/01/1994 under reception no. 94149501 at book 6554 page 374](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55076278

Property Address:

JACKSON CREEK NORTH FILING NO. 2, Monument, CO 80132

1. Effective Date:

04/19/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A Fee Simple

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

JACKSON CREEK LAND COMPANY, A COLORADO LIMITED LIABILITY COMPANY AND VISION DEVELOPMENT, INC., A COLORADO CORPORATION, AS THEIR INTERESTS MAY APPEAR

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 23 AND THE WEST HALF OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON CREEK ASSISTED LIVING FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED MAY 12, 2017 AT RECEPTION NUMBER [217713956](#) OF THE EL PASO COUNTY RECORDS;

THENCE N00°40'25"E ON THE EAST LINE OF SAID JACKSON CREEK ASSISTED LIVING FILING NO. 1 A DISTANCE OF 178.04 FEET;

THENCE NORTHWESTERLY CONTINUING ON THE EASTERLY BOUNDARY OF SAID SUBDIVISION ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET, THROUGH A CENTRAL ANGLE OF 31°02'27", AN ARC LENGTH OF 73.14 FEET;

THENCE N30°22'02"W CONTINUING ON THE EAST LINE OF SAID JACKSON CREEK ASSISTED LIVING FILING NO. 1 A DISTANCE OF 453.05 FEET;

THENCE NORTHWESTERLY CONTINUING ON THE EASTERLY BOUNDARY OF SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 24°29'55", AN ARC LENGTH OF 145.38 FEET;

THENCE N05°52'07"W A DISTANCE OF 267.36 FEET;

THENCE N84°07'53"E A DISTANCE OF 316.05 FEET;

THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 02°27'21", AN ARC

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LENGTH OF 18.43 FEET;
THENCE S17°50'38"E A DISTANCE OF 35.33 FEET;
THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 20°42'40", AN ARC LENGTH OF 155.44 FEET;
THENCE N51°26'42"E A DISTANCE OF 60.00 FEET;
THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 03°43'01", AN ARC LENGTH OF 24.00 FEET, THE LONG CHORD OF WHICH BEARS S40°24'49"E A DISTANCE OF 24.00 FEET;
THENCE N45°46'02"E A DISTANCE OF 169.78 FEET;
THENCE S44°13'58"E A DISTANCE OF 50.00 FEET;
THENCE N45°46'02"E A DISTANCE OF 110.00 FEET;
THENCE S44°13'58"E A DISTANCE OF 490.00 FEET;
THENCE N45°46'02"E A DISTANCE OF 160.00 FEET;
THENCE S44°13'58"E A DISTANCE OF 50.00 FEET;
THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 30°04'57", AN ARC LENGTH OF 91.88 FEET, THE LONG CHORD OF WHICH BEARS N60°48'30"E A DISTANCE OF 90.83 FEET;
THENCE N75°50'59"E A DISTANCE OF 32.68 FEET;
THENCE S44°13'58"E A DISTANCE OF 333.26 FEET;
THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 391.00 FEET, THROUGH A CENTRAL ANGLE OF 24°35'57", AN ARC LENGTH OF 167.87 FEET;
THENCE S19°38'01"E A DISTANCE OF 53.98 FEET TO A POINT ON TRACT E, REMINGTON HILL AT JACKSON CREEK FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED OCTOBER 21, 2005 AT RECEPTION NUMBER [205168574](#) OF SAID EL PASO COUNTY RECORDS;
THE FOLLOWING THREE (3) COURSES ARE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION;
1) THENCE S70°21'59"W A DISTANCE OF 215.71 FEET;
2) THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 745.00 FEET, THROUGH A CENTRAL ANGLE OF 06°52'35", AN ARC LENGTH OF 89.36 FEET;
3) THENCE S63°29'24"W A DISTANCE OF 337.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF BOWSTRING ROAD AS PLATTED BY SAID SUBDIVISION;
THENCE SOUTHEASTERLY ON THE WESTERLY RIGHT OF WAY OF BOWSTRING ROAD ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.00 FEET, THROUGH A CENTRAL ANGLE OF 00°44'23", AN ARC LENGTH OF 15.11 FEET, THE LONG CHORD OF WHICH BEARS S28°20'24"E A DISTANCE OF 15.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HARNESS ROAD AS PLATTED BY JACKSON CREEK NORTH FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED FEBRUARY 15, 2019 AT RECEPTION NUMBER [219714278](#) OF SAID EL PASO COUNTY RECORDS;
THENCE S63°29'23"W ON SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 165.57 FEET;
THENCE SOUTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, THROUGH A

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

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CENTRAL ANGLE OF 37°00'11", AN ARC LENGTH OF 626.45 FEET TO THE TO THE POINT OF BEGINNING.

SAID PARCEL TO PLATTED AS JACKSON CREEK NORTH FILING NO. 2

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55076278

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. LEGALLY SUFFICIENT, DULY EXECUTED AND PROPERTY ACKNOWLEDGED PLAT OF JACKSON CREEK NORTH FILING NO. 2 SUFFICIENT TO CREATE THE PROPERTY TO BE INSURED HEREUNDER.

NOTE: THE COMPANY RESERVES THE RIGHT TO AMEND THE DESCRIPTION CONTAINED HEREIN AND TO MAKE SUCH FURTHER REQUIREMENTS AND/OR EXCEPTIONS IT DEEMS APPROPRIATE UPON FINDING SAID PLAT OF RECORD.

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR JACKSON CREEK LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR JACKSON CREEK LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 13, 2015 AT RECEPTION NO. [215035092](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES TIMOTHY J. PHELAN AND ROBERT C. OLDACH AND THOMAS J. PHELAN AS THE MANAGER-MEMBERS 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.

4. GOOD AND SUFFICIENT DEED FROM JACKSON CREEK LAND COMPANY, A COLORADO LIMITED LIABILITY COMPANY TO VISION DEVELOPMENT, INC., A COLORADO CORPORATION CONVEYING SUBJECT PROPERTY.
5. WARRANTY DEED FROM VISION DEVELOPMENT, INC., A COLORADO CORPORATION TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

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.

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Schedule B, Part I

(Requirements)

Order Number: SC55076278

All of the following Requirements must be met:

NOTE: UPON PROOF OF PAYMENT OF 2018 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

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

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Schedule B, Part II

(Exceptions)

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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, IF ANY.
9. RIGHTS AND RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES IN EL PASO COUNTY RECORDS RECORDED MARCH 29, 1878 IN BOOK 25 AT PAGE [155](#) AND [156](#) AND RECORDED MARCH 1, 1882 IN BOOK 43 AT PAGE [30](#) AND IN UNITED STATES BUREAU OF LAND MANAGEMENT RECORDS RECORDED JULY 13, 1911 UNDER RECEPTION NO. [216669](#)
10. ANY AND ALL WATER RIGHTS OR RIGHTS RELATED TO WATER AS SET FORTH, AND CONVEYED OR ASSIGNED, IN INSTRUMENTS RECORDED DECEMBER 29, 1919 IN BOOK 620 AT PAGE [32](#), AND JULY 6, 1970 IN BOOK 2352 AT PAGES [544](#) AND [545](#), AND SEPTEMBER 6, 1984 IN BOOK 3914 AT PAGE [643](#), AND SEPTEMBER 12, 1984 IN BOOK 3916 AT PAGE [759](#) AND RERECORDED SEPTEMBER 24, 1984 IN BOOK 3920 AT PAGE [763](#), AND JUNE 2, 1986 IN BOOK 5178 AT PAGE [547](#), AND NOVEMBER 1, 1994 IN BOOK 6554 AT PAGE [383](#), AND DECEMBER 9, 1994 IN BOOK 6575 AT PAGE [231](#), AND MAR 1, 1996 IN BOOK 6830 AT PAGES [1453](#) AND [1470](#), AND JANUARY 9, 1998 UNDER RECEPTION NO. [98002906](#), AND APRIL 3, 2014 UNDER RECEPTION NO. [214027677](#), AND APRIL 16, 2014 UNDER RECEPTION NOS. [214031517](#) AND [214031518](#).
11. EASEMENT GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATIONS LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 18, 1923, IN BOOK 692 AT PAGE [67](#).

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

Order Number: SC55076278

12. MINERALS AS CONVEYED AND/OR RESERVED IN DEEDS RECORDED SEPTEMBER 29, 1951 IN BOOK 1313 AT PAGE [159](#), AND DECEMBER 20, 1957 IN BOOK 1660 AT PAGE [27](#), AND FEBRUARY 27, 1964 IN BOOK 2000 AT PAGE [436](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE [577](#).
14. THE EFFECT OF RESOLUTION #82-44, LAND USE-25 BY THE BOARD OF COUNTY COMMISSIONERS RECORDED MARCH 16, 1982 IN BOOK 3542 AT PAGE [339](#).
15. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRIVIEW METROPOLITAN DISTRICT DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED JUNE 04, 1985, IN BOOK 5017 AT PAGE [193](#), AND RECORDED NOVEMBER 25, 1986 IN BOOK 5276 AT PAGE [569](#) AND RECORDED DECEMBER 11, 1997 UNDER RECEPTION NO. [97145688](#).
16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN REGIONAL FACILITIES AGREEMENT BY AND BETWEEN FOREST LAKES METROPOLITAN DISTRICT AND TRIVIEW METROPOLITAN DISTRICT RECORDED NOVEMBER 25, 1986 IN BOOK 5276 AT PAGE [517](#).
17. THE EFFECT OF ORDINANCE #13-87 OF THE TOWN OF MONUMENT RECORDED OCTOBER 1, 1987 IN BOOK 5428 AT PAGE [1204](#) AND RECORDED FEBRUARY 12, 1988 IN BOOK 5474 AT PAGE [804](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AND DEVELOPMENT CONTRACT RECORDED OCTOBER 01, 1987 IN BOOK 5428 AT PAGE [1246](#); AND ANNEXATION ORDINANCES RECORDED OCTOBER 1, 1987 IN BOOK 5428 AT PAGES [1196](#) AND [1368](#) AND [1380](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INTERGOVERNMENTAL AGREEMENT RECORDED OCTOBER 01, 1987 IN BOOK 5428 AT PAGE [1327](#). AMENDMENT TO SAID AGREEMENT RECORDED AS AN ATTACHMENT TO ORDINANCE NO. 1-99 RECORDED FEBRUARY 23, 1999 UNDER RECEPTION NO. [99027819](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RULE AND ORDER RECORDED SEPTEMBER 23, 1988 IN BOOK 5557 AT PAGE [192](#) AND CORRECTED RULE AND ORDER RECORDED MARCH 24, 1989 IN BOOK 5615 AT PAGE [641](#) AND RULE AND ORDER RECORDED OCTOBER 16, 1992 IN BOOK 6058 AT PAGE [459](#).

EASEMENT REPLACEMENT AGREEMENT IN CONNECTION THEREWITH RECORDED FEBRUARY 7, 2017 UNDER RECEPTION NO. [217015182](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MAY 17, 1996 IN BOOK 6888 AT PAGE [481](#).

SAID EASEMENT AMENDED BY EASEMENT REPLACEMENT AGREEMENT RECORDED FEBRUARY 7, 2017 UNDER RECEPTION NO. [217015182](#) AND RELEASE OF RIGHT OF WAY AND QUIT CLAIM DEED RECORDED JUNE 6, 2017 UNDER RECEPTION NO. [217065640](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55076278

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN OF FIRST AMENDED DEVELOPMENT PLAN FOR REGENCY PARK RECORDED AUGUST 28, 1997 UNDER RECEPTION NO. [97100215](#) AND SECOND AMENDED DEVELOPMENT PLAN AND REZONING PLAN RECORDED AUGUST 27, 1998 UNDER RECEPTION NO. [98122863](#) AND THIRD AMENDED DEVELOPMENT PLAN AND REZONING PLAN RECORDED MARCH 17, 2006 UNDER RECEPTION NO. [206039572](#) AND FIFTH AMENDED DEVELOPMENT PLAN AND REZONING PLAN RECORDED APRIL 17, 2014 UNDER RECEPTION NO. [214031892](#) AND SIXTH AMENDED DEVELOPMENT AND REZONING PLAN RECORDED AUGUST 14, 2015 UNDER RECEPTION NO. [215088249](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN TRIVIEW METROPOLITAN DISTRICT AND THE TOWN OF MONUMENT, AS APPROVED BY RESOLUTION 17-2014 RECORDED APRIL 24, 2014 UNDER RECEPTION NO. [214033681](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER AGREEMENT BY AND BETWEEN THE TRIVIEW METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO; THE TOWN OF MONUMENT; JACKSON CREEK LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY; CENTRE DEVELOPMENT COMPANY OF COLORADO SPRINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY; AND VISION DEVELOPMENT, INC., A COLORADO CORPORATION AS APPROVED BY RESOLUTION 18-2014 RECORDED APRIL 30, 2014 UNDER RECEPTION NO. [214036043](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE AGREEMENT RECORDED NOVEMBER 21, 2016 UNDER RECEPTION NO. [216134846](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED MAY 03, 2017 UNDER RECEPTION NO. [217051159](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, EASEMENTS AND 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 SET FORTH IN RESTRICTION AGREEMENT AND GRANT OF EASEMENTS RECORDED MAY 22, 2017, UNDER RECEPTION NO. [217058649](#). FIRST AMENDMENT TO SAID RESTRICTION AGREEMENT AND GRANT OF EASEMENTS RECORDED JUNE 15, 2017 UNDER RECEPTION NO. [217069763](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON AREA MAINTENANCE AGREEMENT RECORDED MAY 22, 2017 UNDER RECEPTION NO. [217058650](#).
29. INCLUSION OF THE SUBJECT PROPERTY IN THE JACKSON CREEK NORTH METROPOLITAN DISTRICT, AS EVIDENCED BY THAT CERTAIN ORDER OF THE DISTRICT COURT, EL PASO COUNTY, COLORADO, CASE NO. 2018CV032337, RECORDED DECEMBER 10, 2018, UNDER RECEPTION NO. [218141462](#).
30. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF JACKSON CREEK NORTH FILING NO. 2 RECORDED _____ UNDER RECEPTION NO. _____.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55076278

31. 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 AND EASEMENTS FOR JACKSON CREEK NORTH FILING NO. 2 RECORDED _____, UNDER RECEPTION NO. _____.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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



President



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



Mark Bilbrey, President



Rande Yeager, Secretary

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

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