



RESOLUTION NO. 18- 121

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, STATE OF
COLORADO

APPROVAL OF THE BEACH AT WOODMOOR MAP AMENDMENT
(REZONING) AND PUD DEVELOPMENT PLAN (PUDSP-17-003)

WHEREAS Lake Woodmoor Holdings, LLC, did file an application with the El Paso County Planning and Community Development Department for an amendment to the El Paso County Zoning Map to rezone property located within the unincorporated area of the County, more particularly described in Exhibit A, which is attached hereto and incorporated by reference from the RR-5 (Residential Rural) zoning district to the PUD (Planned Unit Development) zoning district in conformance with the supporting PUD Development plan; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on March 6, 2018, upon which date the Planning Commission did by formal resolution recommend approval of the subject map amendment application and supporting PUD Development Plan; and

WHEREAS, a public hearing was held by this Board on March 27, 2018; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

1. The application was properly submitted for consideration by the Board of County Commissioners.
2. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.

with the present or future extraction of such deposit unless acknowledged by the mineral rights owner.

15. Any proposed exception or deviation from the requirements of the zoning resolution or the subdivision regulations is warranted by virtue of the design and amenities incorporated in the development plan and development guide.
16. The owner has authorized the application.
17. The proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner, which would interfere with the present or future extraction of such deposit by an extractor.
18. The subdivision is in conformance with the subdivision design standards and any approved Sketch Plan.
19. A sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(a)] and the requirements of Chapter 8 of the Land Development Code.
20. A public sewage disposal system has been established and, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
21. All areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified and the proposed subdivision is compatible with such conditions [C.R.W. §30-28-133(6)(c)].
22. Adequate drainage improvements complying with State law [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and the Engineering Criteria Manual are provided by the design.
23. The subdivision provides evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
24. The proposed subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
25. All data, surveys, analyses, studies, plans, and designs as are required by the State of Colorado and El Paso County have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the El Paso County Subdivision Regulations.

Colorado Parks and Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species.

6. Applicable park, school, drainage, bridge, and traffic fees shall be paid to El Paso County Planning and Community Development at the time of final plat(s) recordation.

NOTATIONS

1. If a zone or rezone petition has been disapproved by the Board of County Commissioners, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of County Commissioners or, in the event of court litigation, from the date of the entry of final judgment of any court of record.
2. Rezoning requests not forwarded to the Board of County Commissioners for consideration within 180 days of Planning Commission action will be deemed withdrawn and will have to be resubmitted in their entirety.
3. Preliminary plans not forwarded to the Board of County Commissioners within 12 months of Planning Commission action shall be deemed withdrawn and shall have to be resubmitted in their entirety.
4. Approval of the preliminary plan will expire after two (2) years unless a final plat has been approved and recorded or a time extension has been granted.

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

EXHIBIT A

LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P. M., EL PASO COUNTY, COLORADO CONSISTING OF "PARCEL B" AND "PARCEL I" AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER RECEPTION NO. 213017868. SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; THE BASIS OF BEARING FOR THE FOLLOWING METES AND BOUNDS LEGAL DESCRIPTION IS A TANGENT LINE ON THE SOUTHERLY RIGHT-OF-WAY OF LAKE WOODMOOR DRIVE AS PLATTED IN "LAKE WOODMOOR" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK K-2 AT PAGE 83, AND MONUMENTED BY A NO. 5 REBAR AT THE SOUTHWESTERLY END AND BY A REBAR AND YELLOW PLASTIC CAP PLS NO. ILLEGIBLE AT THE NORTHEASTERLY END, SAID LINE IS ASSUMED TO BEAR N76°02'05"E, A DISTANCE OF 599.27 FEET.

PARCEL A:

ALL OF "THE BEACH AT WOODMOOR", ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1972 IN BOOK V2 AT PAGE 57, COUNTY OF EL PASO, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF "THE BEACH AT WOODMOOR", THENCE ALONG THE SOUTHERLY AND WESTERLY LINES THEREOF THE FOLLOWING FIVE (5) COURSES; (1) THENCE N35°23'59"W A DISTANCE OF 211.27 FEET; (2) THENCE N39°17'29"E A DISTANCE OF 149.96 FEET; (3) THENCE N08°17'29"E A DISTANCE OF 129.97 FEET; (4) THENCE N 61°16 '54"E A DISTANCE OF 200.25 FEET; (5) THENCE N 42°13'39"E A DISTANCE OF 179.61 FEET TO THE SOUTH LINE OF LOT 85 "LAKE WOODMOOR"; THENCE S79°38'09"E, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 128.42 FEET TO THE SOUTHWESTERLY CORNER OF AN UN-NAMED COMMON ACCESS AREA; THENCE S79°44'42"E, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 48.16 FEET TO THE SOUTHWEST CORNER OF LOT 86, "LAKE WOODMOOR"; THENCE S79°43'15"E, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 109.88 FEET TO THE SOUTHWEST CORNER OF LOT 87 "LAKE WOODMOOR"; THENCE S79°44'39"E, ALONG THE SOUTHERLY LINE THEREOF, A DISTANCE OF 103.91 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LOWER LAKE ROAD AS PLATTED IN "LAKE WOODMOOR"; THENCE ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE LEFT, NON-TANGENT TO THE PREVIOUS COURSE, SAID CURVE HAVING A RADIUS OF 292.78 FEET, A CENTRAL ANGLE OF 09°17'51", (THE LONG CHORD OF WHICH BEARS S32°23'24"E A DISTANCE OF 47.46 FEET); AN ARC DISTANCE OF 47.51 FEET TO A POINT OF TANGENT; THENCE S36°29'59"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON SAID TANGENT, A DISTANCE OF 222.62 FEET TO A POINT

WARRANTY DEED RECORDED IN BOOK 2467 AT PAGE 942;
THENCE S21°17'08"E, ALONG THE WESTERLY LINE THEREOF, A DISTANCE
OF 331.69 FEET TO THE NORTHEAST CORNER OF "BROOKMOOR FILING
NO. 3" ACCORDING TO THE PLAT THEREOF RECORDED UNDER
RECEPTION NO 206712228; THENCE S89°50'15"W, ALONG THE
NORTHERLY LINE THEREOF, A DISTANCE OF 933.32 FEET TO THE
SOUTHEAST CORNER OF AFORESAID "PARCEL B" AS DESCRIBED IN
WARRANTY DEED RECORDED UNDER RECEPTION NO. 201088802;
THENCE N 35°14'08"W, ALONG THE EASTERLY LINE THEREOF, A
DISTANCE OF 53.72 FEET TO THE POINT OF BEGINNING.

PARCEL B CONTAINS A CALCULATED AREA OF 4.191 ACRES MORE OR
LESS.



RESOLUTION NO. 18-122

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

APPROVE FINAL PLAT FOR THE BEACH AT WOODMOOR (SF-17-015)

WHEREAS, Lake Woodmoor Holdings, LLC, did file an application with the El Paso County Planning and Community Development Department for the approval of a final plat for the Beach at Woodmoor Subdivision for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on March 6, 2018, upon which date the Planning Commission did by formal resolution recommend approval of the final plat application; and

WHEREAS, a public hearing was held by the El Paso County Board of County Commissioners on March 27, 2018; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

1. The application was properly submitted for consideration by the Planning Commission.
2. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.
3. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.
4. All exhibits were received into evidence.
5. The subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.

16. The subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
17. The extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§34-1-302(1), et. seq.].
18. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
19. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the final plat application for the Beach at Woodmoor Subdivision;

BE IT FURTHER RESOLVED that the following conditions and notations shall be placed upon this approval:

CONDITIONS

1. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current title commitment at the time of submittal of the Mylar for recording.
2. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, or years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Planning and Community Development Department, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.
3. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.
4. The Applicant shall submit the Mylar to Enumerations for addressing.
5. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation,

DONE THIS 27th day of March, 2018, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By:  _____
President

OF TANGENT; THENCE S36°29'59"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON SAID TANGENT, A DISTANCE OF 222.62 FEET TO A POINT OF CURVE; THENCE ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 16°58'28", (THE LONG CHORD OF WHICH BEARS S28°01'04"E A DISTANCE OF 90.03 FEET), AN ARC DISTANCE OF 90.36 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE WOODMOOR DRIVE; THENCE S 76°02'05"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 489.68 TO A POINT OF CURVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 09°48'10", (THE CHORD OF WHICH BEARS S71°09'39"W A DISTANCE OF 158.92 FEET), AN ARC DISTANCE OF 159.11 FEET TO A POINT OF TANGENT; THENCE S66°15'32"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON SAID TANGENT, A DISTANCE OF 269.02 FEET TO THE POINT OF BEGINNING.

PARCEL A CONTAINS A CALCULATED AREA OF 8.126 ACRES MORE OR LESS.

PARCEL B:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, LYING SOUTHEASTERLY OF LAKE WOODMOOR DRIVE AS PLATTED IN "LAKE WOODMOOR" AND NORTH OF THE EAST-WEST CENTERLINE OF SAID NORTHEAST QUARTER, AND WESTERLY OF A TRACT CONVEYED BY WARRANTY DEED RECORDED FEBRUARY 15, 1972 IN BOOK 2467 AT PAGE 942, EXCEPTING THEREFROM THAT PORTION CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802, THIS PARCEL BEING PARCEL E AS CONVEYED TO KAB-PANKEY, LIMITED LIABILITY COMPANY, IN THAT WARRANTY DEED RECORDED APRIL 22, 1994 IN BOOK 6431 AT PAGE 757. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WOODMOOR DRIVE AS PLATTED IN "LAKE WOODMOOR" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK K-2 AT PAGE 83, SAID POINT BEING THE NORTHEAST CORNER OF "PARCEL B" AS DESCRIBED IN WARRANTY DEED RECORDED UNDER RECEPTION NO. 201088802; THENCE N 66°15'32"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 256.88 FEET TO A POINT OF CURVE; THENCE ALONG SAID RIGHT-OF-WAY LINE ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF 09°48'10", (THE LONG CHORD OF WHICH BEARS N71°09'39"E A DISTANCE OF 148.67 FEET), AN ARC DISTANCE OF 148.85 FEET TO A

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 71141-00-016

2018 TAXES PAYABLE 2019

Owner Per Tax Record: LAKE WOODMOOR DEVELOPMENT INC

Property Type: Real Estate
Property Location: LAKE WOODMOOR DR
Property Description: THAT TRACT IN N2NE4 OF SEC 14-11-67 LY SELY OF LAKE WOODMOOR DR, NLY OF E-W C/L OF NE4, AND WLY OF TRACT CONV BY BK 2467-942, EX THAT PT DESC AS FOLS: BEG AT >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	21480
Improvement	\$	0
TOTAL	\$	21480

<u>Tax District: PEQ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	166.21
EPC ROAD & BRIDGE (UNSHARED)	0.000330	7.09
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031036	666.65
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013032	279.93
* PIKES PEAK LIBRARY	0.004000	85.92
TRI-LAKES MONUMENT FIRE PROTECTION	0.018400	395.23
TOTAL	0.074536	1601.03

*Temporary tax rate reduction/tax credit
 Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

Amount due valid through AUGUST 30th, 2019 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 21st day of AUGUST A.D. 2019

Issued to: elpasoco\CALCocrs01 Colorado County Record Systems

Mark Lowderman
Treasurer, El Paso County

182313/54594
 Fee for issuing this certificate \$10.00 20190821 60419

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 71141-07-015

2018 TAXES PAYABLE 2019

Owner Per Tax Record: LAKE WOODMOOR DEVELOPMENT INC

Property Type: Real Estate

Property Location: LAKE WOODMOOR DR

Property Description: ALL THE BEACH AT WOODMOOR

Alerts:

<u>Assessed Value</u>		
Land	\$	41080
Improvement	\$	0
TOTAL	\$	41080

<u>Tax District: PEQ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	317.88
EPC ROAD & BRIDGE (UNSHARED)	0.000330	13.56
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031036	1274.96
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013032	535.35
* PIKES PEAK LIBRARY	0.004000	164.32
TRI-LAKES MONUMENT FIRE PROTECTION	0.018400	755.87
TOTAL	0.074536	3061.94

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

Amount due valid through AUGUST 30th, 2019 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 21st day of AUGUST A.D. 2019

Issued to: elpasoco\CALCocrs01
182312/54593

Colorado County Record Systems

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

20190821 60394

By: 

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 9/3/19

Receipt No. 522537

Customer: BETH DIANA
1755 TELSTAR DR STE 211
COLORADO SPRINGS, CO 80920

Processed by PR

Check No.

Payment Method CC

Item	Description	Prefix	Type	Rate	Qty	Amount
K14	Articles of Incorporation (1st page)			13.00	1	13.00
K15	Articles of Incorporation (each additional)			5.00	4	20.00
K16	Bylaws (1st page)			13.00	1	13.00
K17	Bylaws (each additional)			5.00	14	70.00
K18	Certificate (1st page)			13.00	1	13.00
K19	Certificate (each additional)			5.00	1	5.00
K21	Covenants (1st page)			13.00	1	13.00
K22	Covenants (each additional)			5.00	121	605.00
K23	Detention Pond Maintenance Agreement (1st page)			0.00	1	0.00
K29	Miscellaneous Documents (1st page)			13.00	1	13.00
K30	Miscellaneous Documents (each additional)			5.00	2	10.00
K31	Mylar Pages (each page)			13.00	3	39.00
K34	PUD Development Guide (1st page)			13.00	2	26.00
K35	PUD Development Guide (each additional)			5.00	5	25.00
2	PROJECT NAME: THE BEACH					0.00
1	CUSTOMER NAME: BETH DIANA					0.00

Total	\$865.00
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EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 9/3/19

Customer: LAKE WOODMOOR DEVELOPMENT INC
1755 TELSTAR DR STE 211
COLORADO SPRINGS, CO 80920

Receipt No. 522536

Processed by PR

Check No. 14953

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K02	Bridge Fees, Basin = DIRTY WOMAN CREEK			941.00	1	941.00
K04	Drainage Fees, Basin= DIRTY WOMAN CREEK			17,197.00	1	17,197.00
K08	Park Urban Neighborhood Area = 1			8,995.00	1	8,995.00
K07	Park Regional Area = 2			14,245.00	1	14,245.00
K10	School Fees, School District= 38			10,780.00	1	10,780.00
2	PROJECT NAME: THE BEACH					0.00
1	CUSTOMER NAME: LAKE WOODMOOR DEVELOPMENT INC					0.00

Total \$52158.00

EL PASO COUNTY



COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ, JR. (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: July 2, 2019

To: Deputy Clerk to the Board of County Commissioners
From: Mike Hrebenar, Project Management, Group Manager *mt*
Re: The Beach at Woodmoor Filing No.1
File #: SF-15-015

Attached is Amended Letter of Credit #9798507706 issued by Central Bank & Trust in the amount of Forty Nine Thousand Nine Hundred Thirty Nine and 20/100 (USD \$49,939.20), on behalf of Lake Woodmoor Development, Inc. This Letter of Credit is security to guaranty the construction and completion of Grading and Erosion per attached Financial Assurance Form.

Expiration Date: August 16, 2020.

If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasoco.com

*Early
Grade*

Received

by: _____ Date: _____

Office of Clerk to the Board of County Commissioners

Signature next page



EL PASO COUNTY



COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ, JR. (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

Date: July 2, 2019

To: Deputy Clerk to the Board of County Commissioners
From: Mike Hrebenar, Project Management, Group Manager *MW*
Re: The Beach at Woodmoor Filing No.1
File #: SF-15-015

Attached is Amended Letter of Credit #9798507706 issued by Central Bank & Trust in the amount of Forty Nine Thousand Nine Hundred Thirty Nine and 20/100 (USD \$49,939.20), on behalf of Lake Woodmoor Development, Inc. This Letter of Credit is security to guaranty the construction and completion of Grading and Erosion per attached Financial Assurance Form.

Expiration Date: August 16, 2020.

If you have any questions, please contact Beverly Gonzales at 520-7944 or beverlygonzales@elpasoco.com



Kathy Howsky 7/8/19

Early Grade

2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

WWW.ELPASOCO.COM



**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: **SC55075189-4**

Date: **08/12/2019**

Property Address: **VACANT LOTS THE BEACH AT WOODMOOR FILING NO. 1, MONUMENT, CO 80132**

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

For Closing Assistance

Amber Grantham
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0254 (Work)
(800) 614-3902 (Work Fax)
agrantham@ltgc.com
Contact License: CO501181
Company License: CO44565

Closer's Assistant

Amanda Newman
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0245 (Work)
(800) 614-3902 (Work Fax)
amusick@ltgc.com
Company License: CO44565

For Title Assistance

ROBERT HAYES
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
ROHAYES@ltgc.com

Buyer/Borrower

CAMPBELL HOMES
Attention: MIKE HAUSMAN
4850 AUSTIN BLUFFS PKWY
COLORADO SPRINGS, CO 80918
(719) 495-5052 (Work)
(719) 495-5054 (Work Fax)
mhausman@campbellhomes.com
Delivered via: Electronic Mail

Seller/Owner

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

Buyer/Borrower

CAMPBELL HOMES
Attention: ED GONZALEZ
4850 AUSTIN BLUFFS PKWY
COLORADO SPRINGS, CO 80918
(719) 495-5052 (Work)
Egonzalez@campbellhomes.com
Delivered via: Electronic Mail

Seller/Owner

LA PLATA COMMUNITIES INC
Attention: DENISE WALLACE
1755 TELSTAR DR #211
COLORADO SPRINGS, CO 80920
(719) 260-7477 (Work)
dwallace@laplatallc.com
Delivered via: Electronic Mail

Seller/Owner

HIGH VALLEY GROUP
Attention: B DOUGLAS QUIMBY
1755 TELSTAR DR #211
COLORADO SPRINGS, CO 80920
(719) 260-7477 (Work)
dquimby@laplatallc.com
Delivered via: Electronic Mail

Seller/Owner

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

Seller/Owner

HIGH VALLEY GROUP

Attention: CODY HUMPHREY

1755 TELSTAR DR #211

COLORADO SPRINGS, CO 80920

(719) 260-7477 (Work)

CHumphrey@laplatallc.com

Delivered via: Electronic Mail



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

Order Number: **SC55075189-4** Date: **08/12/2019**
Property Address: **VACANT LOTS THE BEACH AT WOODMOOR FILING NO. 1, MONUMENT, CO
80132**
Parties: **CAMPBELL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY
LAKE WOODMOOR DEVELOPMENT, INC, A COLORADO CORPORATION**

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

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$269.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$250.00
Tax Certificate APN: 7114100016 (will be ordered prior to closing)	\$26.00
Tax Certificate APN: 7114107015 (will be ordered prior to closing)	\$26.00
	Total \$571.00
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 04/04/2018 under reception no. 218037701

El Paso county recorded 02/08/2013 under reception no. 213017868

Plat Map(s):

El Paso county recorded 06/20/1972 at book V2 page 57

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55075189-4

Property Address:

VACANT LOTS THE BEACH AT WOODMOOR FILING NO. 1, MONUMENT, CO 80132

1. Effective Date:

08/05/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$0.00
Proposed Insured:	
CAMPBELL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY	

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$0.00
Proposed Insured:	
LAKE WOODMOOR DEVELOPMENT, INC., A COLORADO CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS	

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 DEVELOPMENT, INC, A COLORADO CORPORATION

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.

PARCEL A:

ALL OF THE BEACH AT WOODMOOR, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1972 IN BOOK V2 AT PAGE 57, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, LYING SOUTHEASTERLY OF LAKE WOODMOOR DRIVE AS PLATTED IN LAKE WOODMOOR SUBDIVISION AND NORTH OF THE EAST-WEST CENTERLINE OF SAID NORTHEAST QUARTER, AND WESTERLY OF A TRACT CONVEYED BY WARRANTY DEED RECORDED FEBRUARY 15, 1972 IN BOOK 2467 AT PAGE 942, EXCEPTING THEREFROM THAT PORTION CONVEYED TO WOODMOOR WATER AND SANITATION DISTRICT NO. 1 IN WARRANTY DEED RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088802. THIS PARCEL BEING PARCEL E AS CONVEYED TO KAB-PANKEY, LIMITED LIABILITY COMPANY, IN THAT WARRANTY DEED RECORDED APRIL 22, 1994 IN BOOK 6431 AT PAGE 757.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55075189-4

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55075189-4

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. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF THE BEACH AT WOODMOOR, FILING NO. 1.

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.

LAND TITLE GUARANTEE COMPANY HAS RECEIVED AND REVIEWED THE PRELIMINARY PLAT AND THE RESULTS ARE SET FORTH HEREIN.

2. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.

3. RELEASE OF DEED OF TRUST DATED APRIL 02, 2018 FROM LAKE WOODMOOR DEVELOPMENT, INC, A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LAKE WOODMOOR HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$1,327,500.00 RECORDED APRIL 04, 2018, UNDER RECEPTION NO. 218037702.

SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED MAY 24, 2018 UNDER RECEPTION NO. 218059359.

SUBORDINATION AGREEMENT RECORDED JULY 30, 2019, UNDER RECEPTION NO. 21986907.

4. RELEASE OF CONSTRUCTION DEED OF TRUST DATED MAY 24, 2018 FROM LAKE WOODMOOR DEVELOPMENT, INC, A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF CENTRAL BANK & TRUST OF FARMERS & STOCKMENS BANK TO SECURE THE SUM OF \$1,729,000.00 RECORDED MAY 24, 2018, UNDER RECEPTION NO. 218059269.

DISBURSER'S NOTICE IN CONNECTION WITH SAID MORTGAGE WAS RECORDED MAY 24, 2018, UNDER RECEPTION NO. 218059270.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED MAY 24, 2018, UNDER RECEPTION NO. 218059271.

5. SUBORDINATION AGREEMENT RECORDED JULY 30, 2019, UNDER RECEPTION NO. 21986908.
6. PROVIDE TO THE COMPANY AN ESTOPPEL FROM THE WOODMOOR IMPROVEMENT ASSOCIATION, A COLORADO NOT FOR PROFIT CORPORATION, SETTING FORTH THE CURRENT STATUS OF ANY ASSESSMENTS OR OTHER AMOUNTS AS MAY BE DUE PURSUANT TO ALL COVENANTS BURDENING THE BEACH AT WOODMOOR.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: SC55075189-4

All of the following Requirements must be met:

7. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR CAMPBELL HOMES, 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.

8. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR CAMPBELL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED JANUARY 18, 2019 AT RECEPTION NO. 219006874 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES C. MICHAEL HAUSMAN, CHIEF FINANCIAL OFFICER OR, RANDALL L. DEMING, CHIEF EXECUTIVE OFFICER OR, MELVIN A. SHADE, PRESIDENT OR, THOMAS G. SAUER, SENIOR VICE PRESIDENT AND CONTROLLER OR, MANUEL L. RODRIGUES, VICE PRESIDENT OF PURCHASING OR, EDWARD M. GONZALES, AS THE VICE PRESIDENT AND SECRETARY 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.

9. WARRANTY DEED FROM LAKE WOODMOOR DEVELOPMENT, INC, A COLORADO CORPORATION TO CAMPBELL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY 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.

10. DEED OF TRUST FROM CAMPBELL HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LAKE WOODMOOR DEVELOPMENT, INC., A COLORADO CORPORATION TO SECURE THE SUM OF AN AMOUNT TO BE DETERMINED.

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 2018 TAXES, ITEM 6 UNDER SCHEDULE B-2 WILL BE AMENDED TO READ:

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

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55075189-4

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. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 14, 1861, IN BOOK 45 AT PAGE 137.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEEDS OF BILL OF SALE RECORDED APRIL 10, 1951 IN BOOK 1290 AT PAGE 233 AND APRIL 26, 1952 IN BOOK 1337 AT PAGE 155
11. 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 INSTRUMENTS RECORDED JUNE 28, 1963, IN BOOK 1963 AT PAGE 796 AND APRIL 10, 1964 IN BOOK 2006 AT PAGE 457.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERMANENT EASEMENT 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: SC55075189-4

13. 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 RECORDED MAY 4, 1972 IN BOOK 2486 AT PAGE 679, AND JUNE 16, 1972 IN BOOK 2496 AT PAGE 968.
(AFFECTS PARCEL A)
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE BEACH AT WOODMOOR RECORDED JUNE 20, 1972 IN BOOK V2 AT PAGE 57.
(AFFECTS PARCEL A)
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, AND EASEMENTS AS GRANTED AND SET FORTH IN EASEMENT RECORDED JULY 5, 1972 IN BOOK 2502 AT PAGE 910.
(AFFECTS PARCEL A)
16. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 18, 1977, IN BOOK 2941 AT PAGE 577, AND JULY 18, 1977 UNDER RECEPTION NO. 341358.
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF FINDINGS, JUDGMENT AND DECREE CONCERNING THE APPLICATION FOR WATER RIGHTS OF THE TOWN OF MONUMENT RECORDED AUGUST 24, 1987 IN BOOK 5412 AT PAGE 801.
18. 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 16, 1999, UNDER RECEPTION NO. 099146134, AND RATIFICATION RECORDED DECEMBER 23, 2008 UNDER RECEPTION NO. 208134846. AMENDMENT TO DOCUMENTS PROVIDED FOR IN SETTLEMENT OF CLASS ACTION RECORDED DECEMBER 9, 2016 UNDER RECEPTION NO. 216143125.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 99-399 RECORDED OCTOBER 20, 1999 AT RECEPTION NO. 099163142, AND RESOLUTION NO. 02-394 NOVEMBER 7, 2002 UNDER RECEPTION NO. 202195447, AS CORRECTED BY INSTRUMENT JANUARY 23, 2003 UNDER RECEPTION NO. 203015803, RESOLUTION NO. 06-287 AUGUST 11, 2006 UNDER RECEPTION NO. 206118779, RESOLUTION NO. 07-312 (AMENDED) AUGUST 29, 2007 UNDER RECEPTION NO. 207113049, AND RESOLUTION NO. 07-318 (AMENDED) AUGUST 29, 2007 UNDER RECEPTION NO. 207113050.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIT/LAKE WOODMOOR CONNECTION LINE EASEMENT AGREEMENT RECORDED JUNE 26, 2001 AT RECEPTION NO. 201088806, AND AS AMENDED IN INSTRUMENT RECORDED JULY 28, 2009 UNDER RECEPTION NO. 209087237.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55075189-4

21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN FLOOD LINE EASEMENT AGREEMENT RECORDED JUNE 26, 2001 UNDER RECEPTION NO. 201088807.
(AFFECTS PARCEL A)
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JUNE 26, 2001 UNDER RECEPTION NO. 201088810.
(AFFECTS PARCEL A)
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED DECEMBER 05, 2006 UNDER RECEPTION NO. 206176423.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED DECEMBER 08, 2006 UNDER RECEPTION NO. 206178645.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED JULY 28, 2009 AT RECEPTION NO. 209087235.
(AFFECTS PARCEL A)
26. ANY WATER RIGHTS AS CONVEYED IN GENERAL WARRANTY DEED RECORDED FEBRUARY 8, 2013 UNDER RECEPTION NO. 213017869
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER ALLOCATION NOTICE RECORDED FEBRUARY 08, 2013 AT RECEPTION NO. 213017915.
28. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED DECEMBER 1, 2015 UNDER RECEPTION NO. 215129179.
(AFFECTS PARCEL A)
29. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 1, 2015 UNDER RECEPTION NO. 215129180.
(AFFECTS PARCEL A)
30. THE EFFECT OF RESOLUTION NO. 18-121, REGARDING THE APPROVAL OF THE BEACH AT WOODMOOR MAP AMENDMENT AND PUD DEVELOPMENT PLAN, RECORDED MARCH 28, 2018, UNDER RECEPTION NO. 218034774.
31. THE EFFECT OF RESOLUTION NO. 18-122, REGARDING THE APPROVAL OF THE FINAL PLAT FOR THE BEACH AT WOODMOOR, RECORDED MARCH 28, 2018, UNDER RECEPTION NO. 218034775.
32. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE BEACH AT WOODMOOR, FILING NO. 1 RECORDED _____ UNDER RECEPTION NO. _____.
33. 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 _____, UNDER RECEPTION NO. _____.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SC55075189-4

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT RECORDED JULY 30, 2019 UNDER RECEPTION NO. 21986909.



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 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 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 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



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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