



Customer Distribution

Our Order Number: SC55060072-2

Date: 06-05-2017

Property Address: VACANT LAND COLORADO SPRINGS

For Closing Assistance

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

Closer's Assistant

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

For Title Assistance

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

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

Buyer/Borrower

HLI PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
31 N. TEJON STREET
SUITE 500
COLORADO SPRINGS, CO 80903
719-344-0244 (work)
pak_van@yahoo.com
Delivered via: Electronic Mail

Seller/Owner

EUGENIA M. BLUME & BASIL E. BLUME TRUST
840 APPIAN COURT
COLORADO SPRINGS, CO 80906
Delivered via: US Postal Service

Seller/Owner

RANKIN HOLDINGS, L.P.
17561 SE CONCH BAR AVENUE
TEQUESTA, FL 33469
rconchbar@aol.com
Delivered via: Electronic Mail

Seller/Owner

JUDY R. TIMM
Attention: JUDY R. TIMM
3321 HILL CIRCLE
COLORADO SPRINGS, CO 80904
Delivered via: US Postal Service



Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55060072-2

Date: 06-05-2017

Property Address: VACANT LAND COLORADO SPRINGS

Buyer/Borrower: HLI PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND JUDY R. TIMM AND
EUGENIA M. BLUME & BASIL E. BLUME TRUST

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

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$6,725.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate APN: 55000-00-135	\$26.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$6,851.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55060072-2

Customer Ref-Loan No.:

Property Address:

VACANT LAND COLORADO SPRINGS

1. Effective Date:

05-25-2017 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$3,800,000.00

Proposed Insured:

HLI PROPERTIES, LLC, A COLORADO LIMITED

LIABILITY COMPANY

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

A FEE SIMPLE

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

RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND JUDY R. TIMM AND EUGENIA M. BLUME & BASIL E. BLUME TRUST

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

A TRACT OF LAND LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 1613.76 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST CONTINUING ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 9, A DISTANCE OF 3638.37 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

2. THENCE SOUTH 89 DEGREES 33 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2495.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD AS RECORDED JANUARY 27, 1987 IN BOOK 5307 AT PAGE [1472](#) OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW SAID EASTERLY RIGHT-OF-WAY LINE:

3. THENCE NORTH 00 DEGREES 29 MINUTES 10 SECONDS WEST A DISTANCE OF 3037.92 FEET TO A POINT OF CURVE TO THE RIGHT;

4. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 87 DEGREES 49 MINUTES 03 SECONDS, AN ARC LENGTH OF 229.91 FEET, WHOSE LONG CHORD BEARS NORTH 43 DEGREES 25 MINUTES 21 SECONDS EAST A DISTANCE OF 208.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55060072-2

Customer Ref-Loan No.:

AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY RIGHT-OF-WAY LINE:

5. THENCE NORTH 87 DEGREES 19 MINUTES 53 SECONDS EAST A DISTANCE OF 53.06 FEET TO A POINT OF CURVE TO THE LEFT;

6. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 2969.79 FEET, A DELTA ANGLE OF 12 DEGREES 59 MINUTES 05 SECONDS, AN ARC LENGTH OF 673.03 FEET, WHOSE LONG CHORD BEARS NORTH 80 DEGREES 50 MINUTES 20 SECONDS EAST A DISTANCE OF 671.59 FEET;

7. THENCE NORTH 74 DEGREES 20 MINUTES 48 SECONDS EAST A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;

8. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 2759.79 FEET, A DELTA ANGLE OF 15 DEGREES 09 MINUTES 41 SECONDS, AN ARC LENGTH OF 730.29 FEET, WHOSE LONG CHORD BEARS NORTH 81 DEGREES 55 MINUTES 38 SECONDS EAST A DISTANCE OF 728.16 FEET;

9. THENCE NORTH 89 DEGREES 30 MINUTES 29 SECONDS EAST A DISTANCE OF 3.77 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, T 15 S, R 65 W OF THE 6TH P.M., EL PASO COUNTY, COLORADO, WHICH IS ASSUMED TO BEAR SOUTH 89 DEGREES 33 MINUTES 35 SECONDS WEST FROM THE WITNESS CORNER 143.54 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 9 (SAID WITNESS CORNER BEING A 2" IRON POST WITH A 2 1/2" ALUM. CAP LS 17664), TO THE SOUTH 1/4 CORNER OF SAID SECTION 9 (A 3" BY 30" ALUM. MONUMENT LS 10377).

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

(Requirements)

Order Number: SC55060072-2

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

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

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

2. PARTIAL RELEASE OF DEED OF TRUST DATED JULY 26, 1996, FROM CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARM CREDIT BANK OF WICHITA TO SECURE THE SUM OF \$2,418,000.00 RECORDED JULY 30, 1996, UNDER RECEPTION NO. [96095122](#).
3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR HLI PROPERTIES, 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.

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HLI PROPERTIES, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

5. A FULL COPY OF THE FULLY EXECUTED TRUST AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR EUGENIA M. BLUME & BASIL E. BLUME TRUST 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.

6. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF EUGENIA M. BLUME & BASIL E. BLUME TRUST AS A TRUST. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE TRUST WAS CREATED, THE MAILING ADDRESS OF THE TRUST, THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS

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

(Requirements)

Order Number: SC55060072-2

The following are the requirements to be complied with:

CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE TRUST AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

7. WARRANTY DEED FROM RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND JUDY R. TIMM AND EUGENIA M. BLUME & BASIL E. BLUME TRUST TO HLI PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: STATEMENT OF AUTHORITY FOR RANKIN HOLDINGS, L.P. A COLORADO LIMITED PARTNERSHIP RECORDED MAY 27, 2016 UNDER RECEPTION NO. [216057466](#) DISCLOSES ROGER RANKIN, MANAGER OF CONCH BAR ENTERPRISES, LLC AS GENERAL PARTNER.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED ON OWNERS POLICY UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP AND JUDY R. TIMM AND EUGENIA M. BLUME & BASIL E. BLUME TRUST.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF HLI PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

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

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

TAXES AND ASSESSMENTS FOR THE YEAR 2016 AND SUBSEQUENT YEARS.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55060072-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 14 1883 IN BOOK 57 AT PAGE [5](#); JULY 20, 1886 IN BOOK 72 AT PAGE [71](#); APRIL 28, 1888 IN BOOK 72 AT PAGE [247](#); AND OCTOBER 28, 1919 IN BOOK 54 AT PAGE [101](#).
10. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE [539](#).
11. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [310](#) AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE [311](#).
12. NOTICE CONCERNING UNDERGROUND ELECTRIC CABLES AND FACILITIES OF MOUNTAIN VIEW ELECTRIC ASSOCIATION, RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
13. THE EFFECT OF RESOLUTION NO. 84-185A, LAND USE-105 OF THE BOARD OF EL PASO COUNTY COMMISSIONERS, RECORDED SEPTEMBER 19, 1984, IN BOOK 3919 AT PAGE [559](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: SC55060072-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

14. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE [410](#). ASSIGNED TO KANEB PIPE LINE OPERATING PARTNERSHIP, L.P. IN INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE [1373](#)..
15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE POWERS BOULEVARD/DRENNAN ROAD LOCAL IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 31, 1985, IN BOOK 5108 AT PAGE [868](#).
16. THE EFFECT OF RESOLUTION NO. 06-308 OF THE BOARD OF COUNTY COMMISSIONERS COUNTY OF EL PASO, RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. [206147887](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. [208046728](#)
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2008 UNDER RECEPTION NO. [208132294](#).
19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 14-405 RECORDED OCTOBER 29, 2014 AT RECEPTION NO. [214099213](#).



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

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

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

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

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

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

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



LAND TITLE GUARANTEE COMPANY

LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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

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


John E. Freyer, Jr.
President



Old Republic National Title Insurance Company
a Stock Company
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