



Customer Distribution

**Our Order Number:** ABC50045804-8

**Date:** 12-27-2016

**Property Address:** 1 COOLEY MESA, GYPSUM, CO 81637

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**For Closing Assistance**

Laureen Blickenstaff  
1180 CAPITOL STREET #102  
PO BOX 4420  
EAGLE, CO 81631  
970-328-5065 (phone)  
877-261-1720 (fax)  
lblickenstaff@ltgc.com  
Company License: CO44565  
Contact License: CO273521

**Closer's Assistant**

Nick Sheptak  
1180 CAPITOL STREET #102  
PO BOX 4420  
EAGLE, CO 81631  
970-328-5065 (phone)  
877-261-1720 (fax)  
nshseptak@ltgc.com

**For Title Assistance**

SCOTT BENNETTS  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4175 (phone)  
303-393-4842 (fax)  
sbennetts@ltgc.com

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

**Buyer/Borrower**

RED TABLE VENTURES LLC  
Attention: GEORGE ROBERTS  
westerntraveler53@yahoo.com  
Delivered via: Electronic Mail

**Agent for Buyer**

KELLER WILLIAMS MOUNTAIN PROPERTIES  
Attention: BARBARA HOGOBOOM  
PO BOX 1651  
200 CAPITOL ST  
EAGLE, CO 81631  
970-337-7777 (phone)  
970-328-2327 (work)  
888-409-9387 (work fax)  
barbara@teamblackbear.com;info@teamblackbear.com  
Delivered via: Electronic Mail

**Seller/Owner**

OWENS REALTY MORTGAGE INC.  
wdutra@owensfinancial.com  
Delivered via: Electronic Mail

**Attorney for Buyer**

PORTERFIELD & ASSOCIATES LLC  
Attention: WENDELL B PORTERFIELD, JR.  
PO BOX 3149  
EMERALD ACRES - EAGLE VAIL  
VAIL, CO 81658  
970-949-5380 (work)  
970-845-9135 (work fax)  
wporterfield@opa-law.com  
Delivered via: Linked Commitment Delivery  
Copies: 1

**Agent for Seller**

KELLER WILLIAMS MOUNTAIN PROPERTIES  
Attention: BARBARA HOGOBOOM  
PO BOX 1651  
200 CAPITOL ST  
EAGLE, CO 81631  
970-337-7777 (phone)  
970-328-2327 (work)  
888-409-9387 (work fax)  
barbara@teamblackbear.com;info@teamblackbear.com  
Delivered via: Electronic Mail

KUTAK ROCK LLP  
Attention: M LOU RADERS  
1801 CALIFORNIA ST #3000  
DENVER, CO 80202  
303-292-7734 (work)  
303-292-7799 (work fax)  
m.lou.raders@kutakrock.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABC50045804-8

Date: 12-27-2016

Property Address: 1 COOLEY MESA, GYPSUM, CO 81637

Buyer/Borrower: Red Table Ventures LLC, a Colorado Limited Liability Company

Seller: OWENS REALTY MORTGAGE, INC., A MARYLAND CORPORATION

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06 (Commercial/Industrial 50% Rate)	\$1,849.00
Deletion of General Exception 4	\$25.00
ALTA Loan Policy 06-17-06	\$150.00
Deletion of General Exception 4	\$25.00
Endorsement ALTA 9-06 (MODIFIED)	\$369.00
Tax Certificate	\$182.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$2,600.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

Order Number: ABC50045804-8

Customer Ref-Loan No.:

**Property Address:**

1 COOLEY MESA, GYPSUM, CO 81637

**1. Effective Date:**

12-05-2016 At 05:00:00

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

"ALTA" Owner's Policy 06-17-06 \$1,600,000.00

Proposed Insured:  
Red Table Ventures LLC, a Colorado Limited Liability  
Company

"ALTA" Loan Policy 06-17-06 \$1,595,000.00

Proposed Insured:  
OWENS REALTY MORTGAGE, INC., A MARYLAND  
CORPORATION

**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:**

OWENS REALTY MORTGAGE, INC., A MARYLAND CORPORATION

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

PARCELA:

PARCELA A, SADDLE RIDGE COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 2008 UNDER RECEPTION NO. [200811496](#), EAGLE COUNTY CLERK AND RECORDER'S OFFICE, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL B:

A PORTION OF 2001 PROPERTIES, LLC/GREENMAN BOUNDARY LINE ADJUSTMENT PLAT NO. 4 AS RECORDED UNDER RECEPTION NO. 200609718 EAGLE COUNTY CLERK AND RECORDER'S OFFICE, COUNTY OF EAGLE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BOUNDARY LINE ADJUSTMENT PLAT, SAID POINT ALSO BEING ANGLE POINT NO. 1 OF TRACT NO. 54, A BRASS CAP; THENCE S 0°01'25" E ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 2469.30 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1; THENCE S 0°01'25" E CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 186.21 FEET; THENCE N 89°54'15" W, A DISTANCE OF 267.20 FEET TO A POINT ON THE SOUTH LINE OF SAID BOUNDARY LINE ADJUSTMENT PLAT; THENCE N 89°54'15" W ALONG SAID SOUTH LINE, A DISTANCE OF 294.48 FEET; THENCE N 03°06'40" W, A DISTANCE OF 168.42 FEET; THENCE N 88°18'16" W A DISTANCE OF 202.30 FEET; THENCE S 39°31'38" W A DISTANCE OF 225.02 FEET TO A POINT ON SOUTH LINE OF SAID BOUNDARY LINE ADJUSTMENT PLAT; THENCE N 89°54'15" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 484.30 FEET TO THE SOUTHWEST CORNER OF SAID BOUNDARY

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABC50045804-8

**Customer Ref-Loan No.:**

LINE ADJUSTMENT PLAT;

THENCE ALONG THE WESTERLY LINE OF SAID PLAT THE FOLLOWING SEVEN (7) COURSES:

- 1) N 02°28'39" E, A DISTANCE OF 1375.32 FEET;
- 2) S 89°26'57" W, A DISTANCE OF 642.16 FEET;
- 3) N 02°32'35" W, A DISTANCE OF 179.78 FEET;
- 4) N 24°45'37" W, A DISTANCE OF 124.64 FEET;
- 5) N 43°41'18" W, A DISTANCE OF 153.67 FEET;
- 6) N 33°55'11" W, A DISTANCE OF 157.71 FEET;
- 7) N 55°10'17" W, A DISTANCE OF 111.26 FEET TO THE SOUTHWEST CORNER OF PARCEL A, SADDLE RIDGE COMMERCIAL SUBDIVISION AS RECORDED UNDER RECEPTION NO. 200811496;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL A THE FOLLOWING SIX (6) COURSES:

- 1) N 88°58'35" E, A DISTANCE OF 878.80 FEET;
- 2) N 51°52'13" E, A DISTANCE OF 627.52 FEET;
- 3) S 37°35'19" E, A DISTANCE OF 102.55 FEET;
- 4) N 52°29'59" E, A DISTANCE OF 191.91 FEET;
- 5) N 90°00'00" E, A DISTANCE OF 190.26 FEET;
- 6) N 00°00'00" W, A DISTANCE OF 257.56 FEET TO A POINT ON THE NORTH LINE OF 2001 PROPERTIES, LLC/GREENMAN BOUNDARY LINE ADJUSTMENT PLAT NO. 4; THENCE S 89°02'25" E ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 551.05 FEET TO THE POINT OF BEGINNING.

NOTE: PARCEL B LEGAL DESCRIPTION PREPARED BY:

BRUCE D. LEWIS, PE  
FOR AND ON BEHALF OF BOUNDARIES UNLIMITED INC.

PARCEL C:

GOVERNMENT LOTS 7 AND 8 IN SECTION 2, AND GOVERNMENT LOT 1 IN SECTION 11, ALL IN TOWNSHIP 5 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF GYPSUM, COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL D:

TRACT A, BUCKHORN VALLEY P.U.D. - PHASE THREE, ACCORDING TO THE PLAT RECORDED APRIL 27, 2005 UNDER RECEPTION NO. [913694](#), COUNTY OF EAGLE, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABC50045804-8

**The following are the requirements to be complied with:**

**Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

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

**Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.**

**Item (d) Additional requirements, if any disclosed below:**

1. PARTIAL RELEASE OF LIEN AS EVIDENCED BY STATEMENT OF LIEN BY THE TOWN OF GYPSUM IN THE AMOUNT OF \$600,000.00 RECORDED AUGUST 26, 2010 UNDER RECEPTION NO. [201016818](#).
2. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TOWN OF GYPSUM TRANSFER TAX HAVE BEEN SATISFIED.
3. (ITEM INTENTIONALLY DELETED)
4. (ITEM INTENTIONALLY DELETED)
5. (ITEM INTENTIONALLY DELETED)
6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR RED TABLE VENTURES 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.

7. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF RED TABLE VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY AS A 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.

8. (ITEM INTENTIONALLY DELETED)
9. (ITEM INTENTIONALLY DELETED)
10. (ITEM INTENTIONALLY DELETED)
11. (ITEM INTENTIONALLY DELETED)

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABC50045804-8

**The following are the requirements to be complied with:**

12. SPECIAL WARRANTY DEED FROM OWENS REALTY MORTGAGE, INC., A MARYLAND CORPORATION TO RED TABLE VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
13. DEED OF TRUST FROM RED TABLE VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY FOR THE USE OF OWENS REALTY MORTGAGE, INC., A MARYLAND CORPORATION TO SECURE THE SUM OF \$1,595,000.00.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE GENERAL EXCEPTIONS TO THE MORTGAGEES POLICY BE DELETED.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE GENERAL EXCEPTIONS TO THE OWNERS POLICY WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE GENERAL 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 OWENS REALTY MORTGAGE, INC., A MARYLAND CORPORATION. FIRST AMERICAN 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 RED TABLE VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTE: ITEM 5 OF THE GENERAL 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.

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABC50045804-8

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. Any and all unpaid taxes, assessments and unredeemed tax sales.
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 02, 1914 IN BOOK 85 AT PAGE [27](#).  
  
(AFFECTS PARCELS A AND B)
10. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY IN INSTRUMENT RECORDED JUNE 25, 1936 IN BOOK 116 AT PAGE [404](#).  
  
(AFFECTS PARCELS A AND B)
11. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED DECEMBER 23, 1963 IN BOOK 178 AT PAGE [425](#).  
  
(AFFECTS PARCELS A, B AND C)
12. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JUNE 30, 1977 IN BOOK 256 AT PAGE [896](#).  
  
(AFFECTS PARCELS A AND B)
13. RIGHT OF WAY EASEMENT AS GRANTED TO EAGLE VALLEY TELEPHONE COMPANY IN INSTRUMENT RECORDED JANUARY 11, 1979 IN BOOK 280 AT PAGE [690](#).

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

(AFFECTS PARCELS A AND B)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF INGRESS AND EGRESS EASEMENT AS DESCRIBED IN WARRANTY DEED RECORDED APRIL 21, 1981 IN BOOK 321 AT PAGE [904](#).

(AFFECTS PARCELS A AND B)

15. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JULY 01, 1981, IN BOOK 325 AT PAGE [348](#).

(AFFECTS PARCEL B)

16. A RIGHT-OF-WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. BY THE INSTRUMENT RECORDED JULY 15, 1981 IN BOOK 326 AT PAGE [48](#).

(AFFECTS PARCELS A AND B)

17. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JULY 29, 1981 IN BOOK 326 AT PAGE [927](#) AND MAY 4, 1982 RECORDED IN BOOK 339 AT PAGE [976](#).

(AFFECTS PARCELS A AND B)

18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF INGRESS AND EGRESS EASEMENT RECORDED FEBRUARY 03, 1983 IN BOOK 353 AT PAGE [36](#).

(AFFECTS PARCELS A AND B)

19. 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 DECEMBER 28, 1988 IN BOOK 497 AT PAGE [561](#).

(AFFECTS PARCEL C)

20. RIGHTS OF THE PUBLIC ACCESS ROAD AND TRAIL PURPOSES AS GRANTED TO THE BUREAU OF LAND MANAGEMENT BY RIGHT OF WAY COLORADO 46590, AND RIGHTS FOR A POWER TRANSMISSION LINE AS GRANTED TO COLORADO-UTE ELECTRIC ASSOCIATION BY RIGHT OF WAY COLORADO 26738, UNDER THE ACT OF OCTOBER 21, 1976 (90 STAT.2783; 43 I.S.C. 1767) AS DISCLOSED IN UNITED STATES PATENT RECORDED DECEMBER 28, 1988 IN BOOK 497 AT PAGE [561](#).

(AFFECTS PARCEL C)

21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE GREENMAN EXEMPTION PLAT RECORDED APRIL 28, 1989 IN BOOK 505 AT PAGE [289](#).

(AFFECTS PARCELS A AND B)



**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED JUNE 13, 1989 IN BOOK 507 AT PAGE [977](#).  
  
(AFFECTS PARCELS A AND B)
23. RIGHT OF WAY EASEMENT AS GRANTED TO EAGLE TELECOMMUNICATIONS INC. OF COLORADO IN INSTRUMENT RECORDED JUNE 22, 1989, IN BOOK 508 AT PAGE [452](#).  
  
(AFFECTS PARCEL A)
24. AN EASEMENT OF UNSPECIFIED WIDTH, FOR THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS A ROADWAY AS IT NOW EXISTS OR AS IT MAY EXIST, IN THE FUTURE, AS DESCRIBED IN QUIT-CLAIM DEED RECORDED JUNE 23, 1994 IN BOOK 643 AT PAGE [678](#).  
  
(AFFECTS PARCELS A, B AND C)
25. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WESTERN EAGLE COUNTY METROPOLITAN RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 16, 1991, IN BOOK 545 AT PAGE [782](#) AND ORDER OF INCLUSION OF LANDS RECORDED MAY 1, 1997 IN BOOK 725 AT PAGE [791](#).  
  
(AFFECTS PARCELS A, B AND C)
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT RECORDED APRIL 24, 1996 IN BOOK 693 AT PAGE [44](#).  
  
(AFFECTS PARCEL B)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF SPECIAL USE PERMIT RECORDED MAY 29, 1996 IN BOOK 695 AT PAGE [688](#).  
  
(AFFECTS PARCEL B)
28. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ANNEXATION PLAT OF SADDLERIDGE PARCEL NO. 2 RECORDED FEBRUARY 3, 1999 AT RECEPTION NO. [685803](#).  
  
(AFFECTS PARCEL C)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF EASEMENT FOR DRAINAGE, IRRIGATION, UTILITIES AND ACCESS RECORDED APRIL 28, 2000 AT RECEPTION NO. [728432](#).  
  
(AFFECTS PARCEL C)
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY MAINTENANCE AGREEMENT RECORDED APRIL 28, 2000 AT RECEPTION NO. [728433](#).  
  
(AFFECTS PARCEL C)

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS EASEMENT RECORDED AUGUST 18, 2000 AT RECEPTION NO. [737083](#).  
  
(AFFECTS PARCEL C)
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF EASEMENT AGREEMENT RECORDED NOVEMBER 09, 2001 AT RECEPTION NO. [773019](#).  
  
(AFFECTS ALL PARCELS)
33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF ANNEXATION AGREEMENTS RECORDED JANUARY 14, 2002 AT RECEPTION NO. [782604](#) AND JUNE 16, 2004 AT RECEPTION NO. [880948](#).  
  
(AFFECTS PARCELS A AND B)
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ANNEXATION PLAT OF EGAN, GREENMAN, WHITTAKER & CARTHY PARCELS RECORDED JANUARY 14, 2002 AT RECEPTION NO. [782605](#).  
  
(AFFECTS PARCELS A AND B)
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF ANNEXATION ORDINANCE NO. 20 (SERIES OF 2001) RECORDED JANUARY 14, 2002 AT RECEPTION NO. [782680](#).  
  
(AFFECTS PARCEL C)
36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE GREENMAN/2001 PROPERTIES, LLC BOUNDARY LINE ADJUSTMENT PLAT RECORDED MARCH 20, 2003 AT RECEPTION NO. [828333](#); GREENMAN/2001 PROPERTIES, LLC BOUNDARY LINE ADJUSTMENT PLAT NO. 2 RECORDED MAY 12, 2004 AT RECEPTION NO. [876900](#) AND RECORDED APRIL 17, 2006 RECEPTION NO. [200609718](#).  
  
(AFFECTS PARCELS A AND B)
37. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE WHITTAKER/2001 PROPERTIES, LLC BOUNDARY LINE ADJUSTMENT PLAT RECORDED APRIL 30, 2004 AT RECEPTION NO. [875603](#).  
  
(AFFECTS PARCELS A AND B)
38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN AND GRANTED IN GRANT OF ACCESS EASEMENT RECORDED JUNE 16, 2005 AT RECEPTION NO. [919533](#).  
  
(AFFECTS PARCELS A, B AND D)
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED JULY 08, 2005 AT RECEPTION NO. [922033](#).

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

(AFFECTS PARCELS A, B AND C)

40. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED AUGUST 29, 2005, UNDER RECEPTION NO. [927639](#).

(AFFECTS PARCEL C)

41. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS OF RECIPROCAL EASEMENT, USE AND DEVELOPMENT AGREEMENT RECORDED AUGUST 15, 2006 AT RECEPTION NO. [200622239](#).

(AFFECTS PARCEL C)

42. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED OCTOBER 06, 2006, UNDER RECEPTION NO. [200627476](#).

(AFFECTS PARCEL A)

43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL RAW WATER PIPELINE SYSTEM EASEMENT AGREEMENT RECORDED FEBRUARY 20, 2008 UNDER RECEPTION NO. [200803469](#).

(AFFECTS PARCELS A, B AND C)

44. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SADDLE RIDGE COMMERCIAL SUBDIVISION RECORDED JUNE 2, 2008 UNDER RECEPTION NO. [200811496](#).

(AFFECTS PARCEL A)

45. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND, AND ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT OR PAST BED, BANKS OR WATERS OF THE ALKALI CREEK, A PORTION OF SAID CREEK DISCLOSED ON MAP RECORDED JUNE 2, 2008 UNDER RECEPTION NO. [200811496](#).

(AFFECTS PARCELS A AND B)

46. ANY LOSS, DAMAGE, CLAIM OR INTEREST DUE TO THE FACT THAT THE EAGLE COUNTY ASSESSOR, IS REFERRING TO THE LEGAL DESCRIPTIONS FOR PARCELS 2111-023-08-002 AND 2111-034-05-002, AS BEING REFERRED TO AS PART OF PARCEL B OF SADDLE RIDGE COMMERCIAL SUBDIVISION RECORDED JUNE 2, 2008 UNDER RECEPTION NO. [200811496](#). WHEN IN FACT THERE IS NO PARCEL B, WITHIN THE LEGAL DESCRIPTION OF SAID PLAT. (THE PARCEL B REFERENCE ON PLAT, REFERS TO PROPERTY LYING OUTSIDE OF THE BOUNDARY OF SAID PLAT.)

(AFFECTS PARCELS A AND B)

47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SETTLEMENT

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

AGREEMENT BETWEEN TOWN OF GYPSUM, ROARK PARTNERS, L.L.P, AND 2001 PROPERTIES, L.L.C. RECORDED JULY 22, 2008 UNDER RECEPTION NO. [200815259](#).

(AFFECTS ALL PARCELS)

48. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SADDLE RIDGE METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 08, 2009, UNDER RECEPTION NO. [200906365](#) AND INSTRUMENT RECORDED APRIL 28, 2009 UNDER RECEPTION NO. [200907769](#).

SADDLE RIDGE METROPOLITAN DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED APRIL 4, 2014 UNDER RECEPTION NO. [201405370](#).

(AFFECTS ALL PARCELS)

49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE BOARD OF DIRECTORS OF THE BUCKHORN VALLEY METROPOLITAN DISTRICTS NO. 1 AND NO. 2, REGARDING THE ADOPTION OF A WATER SYSTEM IMPROVEMENTS FEE RECORDED NOVEMBER 21, 2012 UNDER RECEPTION NO. [201223523](#), AND ANY TAX, LIEN, FEE OR ASSESSMENT THEREIN.

(AFFECTS ALL PARCELS)

50. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 07, 1930, IN BOOK 93 AT PAGE [380](#).

51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATE REGARDING THE EAGLE COUNTY SOIL CONSERVATION DISTRICT RECORDED DECEMBER 12, 1950 IN BOOK 136 AT PAGE [217](#).

52. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION INC. IN INSTRUMENT RECORDED JUNE 19, 1978 IN BOOK 271 AT PAGE [195](#).

53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND EASEMENT GRANTS RECORDED SEPTEMBER 09, 1996 IN BOOK 704 AT PAGE [786](#).

54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 03, 2000 UNDER RECEPTION NO. [724078](#).

55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE RECORDED MARCH 03, 2000 UNDER RECEPTION NO. [724080](#) AND ANNEXATION MAP RECORDED MARCH 3, 2000 724085.

56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2000-091 FOR APPROVAL OF PERMIT TO CONSTRUCT A MAJOR EXTENSION OF EXISTING DOMESTIC SEWAGE TREATMENT SYSTEMS RECORDED JUNE 28, 2000 UNDER RECEPTION NO. [733270](#).

57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABC50045804-8

**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:**

IMPROVEMENTS AGREEMENT RECORDED SEPTEMBER 30, 2000 UNDER RECEPTION NO. [737976](#) AND FIRST AMENDMENT THERETO RECORDED APRIL 27, 2005 UNDER RECEPTION NO. [913695](#) AND SECOND AMENDMENT RECORDED FEBRUARY 20, 2008 UNDER RECEPTION NO. [200803476](#) AND THIRD AMENDMENT RECORDED OCTOBER 5, 2010 UNDER RECEPTION NO. [201019987](#).

58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2000-37 RECORDED JANUARY 29, 2001 UNDER RECEPTION NO. [749042](#).
59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED DECEMBER 21, 2004 UNDER RECEPTION NO. [901309](#).
60. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BUCKHORN VALLEY P.U.D. - PHASE THREE RECORDED APRIL 27, 2005 UNDER RECEPTION NO. [913694](#).
61. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND, AND ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT OR PAST BED, BANKS OR WATERS OF THE ALKALI CREEK, A PORTION OF SAID CREEK DISCLOSED ON MAP RECORDED APRIL 27, 2005 UNDER RECEPTION NO. [913694](#).
62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF REAL ESTATE CONTRACT RECORDED JUNE 16, 2005 UNDER RECEPTION NO. [919544](#) AND ASSIGNMENT RECORDED JUNE 16, 2005 UNDER RECEPTION NO. [919545](#).
63. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 12, 2007 UNDER RECEPTION NO. [200724330](#).
64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION AND AGREEMENT ACCEPTING THE DEDICATION OF PUBLIC IMPROVEMENTS WITHIN ASPEN RIDGE RECORDED NOVEMBER 14, 2007 UNDER RECEPTION NO. [200730255](#).
65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN 2009 CONSOLIDATED SERVICE PLAN RECORDED AUGUST 06, 2009 UNDER RECEPTION NO. [200917142](#).
66. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RULES AND REGULATIONS FOR BUCKHORN VALLEY RECORDED APRIL 05, 2011 UNDER RECEPTION NO. [201106431](#).
67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STATEMENTS OF CLAIM TO WATER RIGHTS RECORDED FEBRUARY 12, 2014 UNDER RECEPTION NOS. [201402231](#) AND [201402232](#).

(ITEMS 50 THROUGH 67 AFFECT PARCEL D)



**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.



First American Title™

## Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the person information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**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.





First American Title™

## Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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 Schedules 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 (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

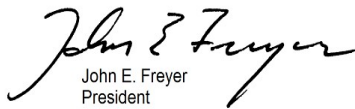
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American 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.

#### CONDITIONS

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 the 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 the 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 the 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](http://www.alta.org)

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

  
John E. Freyer  
President  
Authorized Officer or Agent

First American Title Insurance Company



Dennis J. Gilmore



Jeffrey S. Robinson  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION

