



Customer Distribution

Our Order Number: FCC25129168.1

Date: 07-30-2015

Property Address: TBD WEST 22ND STREET, LOVELAND, CO 80538

For Title Assistance
FT. COLLINS CUSTOMER CARE
772 WHALERS WAY #100
FORT COLLINS, CO 80525
970-282-3649 (phone)
970-282-3652 (fax)
customer care@ltgc.com

Buyer/Borrower
CITY OF LOVELAND, A MUNICIPAL CORPORATION
Attention: KIM O'FIELD
500 EAST 3RD STREET
LOVELAND, CO 80537
970-412-5091 (phone)
970-962-3365 (work)
kim.ofield@cityofloveland.org
Delivered via: Electronic Mail

UNITED CIVIL DESIGN GROUP, LLC
Attention: SAM ELIASON
1501 ACADEMY CT.
STE. 203
FORT COLLINS, CO 80524
970-217-7420 (phone)
970-530-4044 (work)
sam.eliason@unitedcivil.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: FCC25129168.1

Date: 07-30-2015

Property Address: TBD WEST 22ND STREET, LOVELAND, CO 80538

Buyer/Borrower: CITY OF LOVELAND, A MUNICIPAL CORPORATION

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 | \$0.00 |
| Endorsement 107.12-06 | \$209.00 |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Total | \$209.00 |
| THANK YOU FOR YOUR ORDER! | |

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: FCC25129168.1

Customer Ref-Loan No.:

Property Address:

TBD WEST 22ND STREET, LOVELAND, CO 80538

1. Effective Date:

07-23-2015 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

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

\$833,000.00

Proposed Insured:

CITY OF LOVELAND, A MUNICIPAL
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:

CITY OF LOVELAND, A MUNICIPAL CORPORATION

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

PARCEL ONE:

THAT PORTION OF TRACT 'C' VANGUARD-FAMELCO SECOND ADDITION TO THE CITY OF LOVELAND, AND SITUATE IN THE WEST HALF OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 9 AS BEARING SOUTH 89°36'48" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 SOUTH 89°36'48" EAST 1407.67 FEET; SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2110 AT PAGE 1186, RECORDS OF SAID COUNTY; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EASTERLY LINE OF SAID BOOK 2110, PAGE 1186 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: NORTH 08°15'31" EAST 247.47 FEET; THENCE NORTH 03°09'59" WEST 358.70 FEET; THENCE NORTH 19°00'19" WEST 96.90 FEET; THENCE NORTH 16°22'46" EAST 102.60 FEET; THENCE NORTH 00°06'31" EAST 167.00 FEET; THENCE NORTH 20°52'39" WEST 90.00 FEET; THENCE NORTH 56°20'19" WEST 45.09 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID WEST LINE NORTH 01°08'00" EAST 286.69 FEET; THENCE DEPARTING SAID WEST LINE NORTH 53°22'58" EAST 291.98 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30°14'36" AND A RADIUS OF 665.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 56°42'14" EAST A DISTANCE OF 346.96 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 351.02 FEET; THENCE NON-TANGENT FROM SAID CURVE SOUTH 00°58'47" WEST 1333.46 FEET; THENCE SOUTH 23°38'06" WEST 104.55 FEET; THENCE SOUTH 00°23'12" WEST 594.75 FEET; THENCE SOUTH

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: FCC25129168.1

Customer Ref-Loan No.:

10°20'00" WEST 265.89 FEET; THENCE SOUTH 00°58'54" WEST 392.60 FEET; THENCE NORTH 90°00'00" WEST 267.22 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 'C', VANGUARD-FAMLECO SECOND ADDITION; THENCE ALONG SAID WESTERLY LINE NORTH 08°02'12" WEST 1350.00 FEET AND AGAIN NORTH 02°05'16" EAST 2.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE SOUTH 89°36'48" EAST 105.18 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2110 AT PAGE 1186, RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING,

LESS VANGUARD-FAMLECO 12TH SUBDIVISION RECORDED OCTOBER 17, 2003 AT RECEPTION NO. [20030132285](#), COUNTY OF LARIMER, STATE OF COLORADO

PARCEL TWO:

THAT PORTION OF TRACT 'C' VANGUARD-FAMELCO SECOND ADDITION TO THE CITY OF LOVELAND, AND SITUATE IN THE WEST HALF OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 9 AS BEARING SOUTH 89°48" EAST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9 SOUTH 89°36'48" EAST 1407.67 FEET; SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 2110 AT PAGE 1186, RECORDS OF SAID COUNTY; THENCE DEPARTING SAID NORTH LINE AND ALONG THE EASTERLY LINE OF SAID BOOK 2110, PAGE 1186 THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: NORTH 08°15'31" EAST 247.47 FEET; THENCE NORTH 03°09'59" WEST 358.70 FEET; THENCE NORTH 19°00'19" WEST 96.90 FEET; THENCE NORTH 16°22'46" EAST 102.60 FEET; THENCE NORTH 00°06'31" EAST 167.00 FEET; THENCE NORTH 20°52'39" WEST 90.00 FEET; THENCE NORTH 56°20'19" WEST 45.09 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID WEST LINE NORTH 01°08'00" EAST 286.69 FEET TO THE POINT OF BEGINNING; THENCE N 01°08' E 1254.68 FEET; THENCE N 89°59'50" E 238.16 FEET; THENCE S 00°00'10' E 620 FEET; THENCE S 00°00'10' E 273.36 FEET TO A TANGENT CURVE CONCAVE NORTHEAST WITH A CENTRAL ANGLE 48°41'24", RADIUS OF 20 FEET, LONG CHORD BEARING S 24°20'52 E A CHORD DISTANCE OF 16.49 AND AN ARCH LENGTH OF 17 FEET; THENCE ALONG A REVERSE CURVE CONCAVE WESTERLY WITH A CENTRAL ANGLE 68°10'53", A RADIUS OF 58 FEET, LONG CHORD S 14°36'08" E A CHORD DISTANCE OF 65.02 FEET WITH AN ARCH LENGTH OF 69.2 FEET ; THENCE ALONG A REVERSE CURVE CONCAVE EASTERLY, CENTRAL ANGLE 57°57'23", RADIUS OF 20 FEET, LONG CHORD S 09°29'22" E 19.28 FEET AND AN ARCH LENGTH OF 20.23 FEET TO A COMPOUND CURVE CONCAVE NORTHEASTERLY A CENTRAL ANGLE OF 37°49'39", A RADIUS OF 565 FEET, LONG CHORD BEARS S 57°22'53" E A CHORD DISTANCE OF 366.28 FEET AND AN ARCH LENGTH OF 373.02 FEET; THENCE SOUTH 00°00'25" W 51.34 FEET, S 66°46'19" W 80.05 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 30°14'36" AND A RADIUS OF 665.00 FEET, THE LONG CHORD OF WHICH BEARS N 56°42'14" W A CHORD DISTANCE OF 346.96 FEET AND AN ARCH LENGTH OF 346.96 FEET; THENCE S 53°22'58" W 291.98 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

PARCEL THREE:

THAT PORTION OF TRACT "B", VANGUARD-FAMLECO FIRST ADDITION AND TRACT "C", VANGUARD-

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: FCC25129168.1

Customer Ref-Loan No.:

FAMLECO SECOND ADDITION, ALL BEING SITUATE IN THE W ½ OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SW ¼ OF SAID SECTION 9 AS BEING S89°36'48"E AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NW CORNER OF THE SW ¼ OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 9 S89°36'48"E, 1302.39 FEET, MORE OR LESS, TO THE NE CORNER OF THE PLAT OF VANGUARD-FAMLECO SEVENTH SUBDIVISION; THENCE CONTINUING ALONG SAID NORTH LINE OF THE CERTAIN PARCEL OF LAND AS DESCRIBED IN DEED RECORDED APRIL 13, 1981 IN BOOK 2110 AT PAGE [1186](#), RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID BOOK 2110, PAGE 1186, THE FOLLOWING (6) COURSES AND DISTANCE: THENCE N08°15'31"E, 247.74 FEET; THENCE N03°09'59"W, 358.70 FEET; THENCE N19°00'19"W, 96.90 FEET; THENCE N16°22'46"E, 102.60 FEET; THENCE N00°06'31"E 167 FEET; THENCE N20°52'39"W, 6.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SW HAVING A CENTRAL ANGLE OF 71°25'49" AND THE RADIUS OF 315.00 FEET, THE LONG CHORD OF WHICH BEARS S55°21'08"E A DISTANCE OF 367.77 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SAID BOOK 2110, PAGE 1186 AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 392.71 FEET; THENCE NON-TANGENT FROM SAID CURVE S70°21'48"W, 10.00 FEET; THENCE S19°38'14"E, 453.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S19°38'14"E, 147.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NE HAVING A CENTRAL ANGLE OF 69°58'54" AND A RADIUS OF 245.00 FEET, A LONG CHORD OF WHICH BEARS S54°37'41"E A DISTANCE OF 280.99 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 299.95 FEET; THENCE TANGENT FROM SAID CURVE S89°37'98"E, 68.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NW HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 12.00 FEET, THE LONG CHORD OF WHICH BEARS N45°22'52"E A DISTANCE OF 16.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 18.85 FEET; THENCE NON-TANGENT FROM SAID CURVE S89°37'08"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE NE HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 12.00 FEET, THE LONG CHORD OF WHICH BEARS S44°37'08"E A DISTANCE OF 16.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.85 FEET; THENCE TANGENT FROM SAID CURVE S89°37'008"E 196.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NW HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 12.00 FEET, THE LONG CHORD OF WHICH BEARS N45°22'52"E A DISTANCE OF 16.97 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 18.85 FEET; THENCE NON-TANGENT FROM SAID CURVE S89°37'08"E, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NE HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 12.00 FEET, THE LONG CHORD OF WHICH BEARS S44°37'08"E A DISTANCE OF 16.97 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.85 FEET; THENCE TANGENT FROM SAID CURVE S89°37'08"E, 106.23 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE NW ¼ OF SAID SECTION 9; THENCE ALONG SAID EAST LINE N00°58'47E, 2589.17 FEET, MORE OR LESS, TO THE NE CORNER OF THE NW ¼ OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE NW ¼ OF SAID SECTION 9, S89°59'50"W, 475.50 FEET, MORE OR LESS, TO THE NE CORNER OF TRACT "D" VANGUARD-FAMLECO SECOND ADDITION; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID TRACT "D" VANGUARD-FAMLECO SECOND ADDITION, S00°00'10"E, 330.00 FEET AND AGAIN S89°59'50"W, 300.00 FEET MORE OR LESS, TO A POINT ON THE EASTERLY AND SOUTHERLY LINE OF TRACT "B" VANGUARD-FAMLECO SECOND ADDITION S00°00'10E, 290.00 FEET AND AGAIN S 89°59'50"W, 310.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF SAID TRACT "B" VANGUARD-FAMLECO SECOND ADDITION S00°00'10"E, 273.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 48°41'24" AND A RADIUS OF 20.00 FEET, THE LONG CHORD OF WHICH BEARS S24°20'52"E A DISTANCE OF 16.49 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 17.00 FEET TO THE BEGINNING OF REVERSE CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 68°10'53" AND A RADIUS OF 58.00 FEET, THE

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: FCC25129168.1

Customer Ref-Loan No.:

LONG CHORD OF WHICH BEARS S14°36'08"E, 65.02 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 69.02 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 57°57'23" AND A RADIUS OF 20.00 FEET THE LONG CHORD OF WHICH BEARS S09°29'22"E A DISTANCE OF 19.38 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 20.23 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NE HAVING A CENTRAL ANGLE OF 37°49'39" AND A RADIUS OF 565.00 FEET TO THE LONG CHORD OF WHICH BEARS S57°22'53"E A DISTANCE OF 366.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 373.02 FEET; THENCE NON-TANGENT FROM SAID CURVE S00°00'25"W 51.34 FEET; THENCE S66°46'19"W, 80.05 FEET; THENCE S00°58'47"W, 1012.74 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE AMENDED PLAT OF PARCELS 1 AND 2, MEHAFFEY PARK FIRST ADDITION; TRACT 'B', VANGUARD-FAMLECO FIRST ADDITION; AND A PORTION OF TRACT 'C', VANGUARD-FAMLECO SECOND ADDITION.

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

(Requirements)

Order Number: FCC25129168.1

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. PAYMENT OF PREMIUM FOR ENDORSEMENT 107.12.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FCC25129168.1

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. TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 06, 1906, IN BOOK 113 AT PAGE [369](#).
10. RIGHT OF WAY EASEMENT AS GRANTED IN INSTRUMENT RECORDED FEBRUARY 09, 1917, IN BOOK 357 AT PAGE [170](#).
11. RESERVATION OF ALL THE OIL, GAS AND OTHER MINERALS AND MINERAL DEPOSITS LOCATED OR FOUND UNDER THE SURFACE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND SUCH REASONABLE USE OF THE SURFACE AS MAY BE NECESSARY AND PROPER TO DRILL, MINE AND CARRY AWAY ANY OIL, GAS OR OTHER MINERALS AND MINERAL DEPOSITS HEREBY EXCEPTED AS RESERVED IN DEED RECORDED JUNE 9, 1944 IN BOOK 772 AT PAGE [313](#). (AFFECTS THE E1/2 OF THE NW1/4)
12. EASEMENT GRANTED TO THE CITY OF LOVELAND, FOR WATER PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 19, 1965, IN BOOK 1296 AT PAGE [533](#).
13. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 10, 1973, IN BOOK 1562 AT PAGE [160](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ORDER FOR IMMEDIATE POSSESSION RECORDED OCTOBER 19, 1979 IN BOOK 1997 AT PAGE [956](#).

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FCC25129168.1

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:

15. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION CONCERNING IMMEDIATE POSSESSION RECORDED OCTOBER 19, 1979 IN BOOK 1997 AT PAGE [961](#).
16. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2008 RECORDED MAY 06, 1982 IN BOOK 2166 AT PAGE [659](#).
17. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF CONDITIONS OR RESTRICTIONS AFFECTING REAL PROPERTY RECORDED MAY 06, 1982 IN BOOK 2166 AT PAGE [661](#).
18. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #4655 RECORDED SEPTEMBER 18, 2001 AT RECEPTION NO. [2001083626](#).
19. TERMS, CONDITIONS AND PROVISIONS OF LICENSE AGREEMENT RECORDED OCTOBER 11, 2002 AT RECEPTION NO. [2002108344](#).
20. RIGHT OF WAY EASEMENT AS GRANTED IN INSTRUMENT RECORDED AUGUST 29, 2003, UNDER RECEPTION NO. [2003111819](#).
21. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED SEPTEMBER 02, 2003 AT RECEPTION NO. [2003-0112823](#) AND AMENDED MARCH 8, 2004 AT RECEPTION NO. [20040021950](#) AND AMENDED MARCH 11, 2008 AT RECEPTION NO. [20080015120](#).
22. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VANGUARD-FAMLECO TWELFTH SUBDIVISION RECORDED OCTOBER 17, 2003 AT RECEPTION NO. [132285](#).
23. 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 MAY 26, 2004 UNDER RECEPTION NO. [2004-0050615](#) AND AS AMENDED AND RESTATED IN INSTRUMENT RECORDED AUGUST 25, 2004, UNDER RECEPTION NO. [2004-0083645](#).
24. TERMS, CONDITIONS AND PROVISIONS OF SURVEY RECORDED DECEMBER 11, 2013 AT RECEPTION NO. [20130090004](#).
25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF THE PLAT OF VANGUARD-FAMLECO SECOND ADDITION RECORDED MAY 6, 1982 AT RECEPTION NO. [456846](#) IN BOOK 2166 AT PAGE 658.
26. MATTERS OF SURVEY BY ROBERT GEORGE PERSICHTTE OF INTERMILL LAND SURVEYING, INC. DATED APRIL 6, 2015, PROJECT NO. P-15-7818.
27. NOTES, EASEMENTS AND RIGHTS OF WAY AS SHOWN ON MAP RECORDED JULY 01, 2015 AT RECEPTION NO. [20150042178](#).



**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 3-5-1, Paragraph G of Article VII 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.



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.

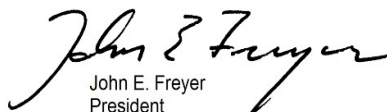
STANDARD EXCEPTIONS

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
President
Authorized Officer or Agent



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

