



# Land Title Guarantee Company

CUSTOMER DISTRIBUTION

**Date:** 09-08-2009

**Our Order Number:** V50026725

**Property Address:**

124 FOREST TRAIL      EDWARDS, CO 81632

*If you have any inquiries or require further assistance, please contact one of the numbers below:*

**For Title Assistance:**

**Vail Title Dept.**

**108 S FRONTAGE RD W #203**

**VAIL, CO 81657**

**Phone: 970-476-2251**

**Fax: 970-476-4732**

**EXCLUSIVELY AUCTIONS**

**Phone: 916-826-7310**

**Email: [nicholas@mynextauction.com](mailto:nicholas@mynextauction.com)**

**Linked Commitment Delivery**



# Land Title Guarantee Company

Date: 09-08-2009

Our Order Number: V50026725

**Property Address:**

124 FOREST TRAIL EDWARDS, CO 81632

**Buyer/Borrower:**

A BUYER TO BE DETERMINED

**Seller/Owner:**

KRAIG S. FORBES

**Need a map or directions for your upcoming closing? Check out Land Title's web site at [www.ltgc.com](http://www.ltgc.com) for directions to any of our 54 office locations.**

ESTIMATE OF TITLE FEES	
ALTA Owners Policy 06-17-06 (Reissue Rate)	TBD
<i>If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.</i>	
<b>TOTAL</b>	<b>\$0.00</b>

Chicago Title Insurance Company  
ALTA COMMITMENT

Our Order No. V50026725

Schedule A

Cust. Ref.:

Property Address:  
124 FOREST TRAIL EDWARDS, CO 81632

1. **Effective Date:** August 27, 2009 at 5:00 P.M.

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

"ALTA" Owner's Policy 06-17-06 \$0.00

Proposed Insured:  
A BUYER TO BE DETERMINED

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

A Fee Simple

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

KRAIG S. FORBES

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

LOT 18, CORDILLERA SUBDIVISION, FILING NO. 9, ACCORDING TO THE AMENDED FINAL PLAT RECORDED DECEMBER 5, 2000 UNDER RECEPTION NO. 745638, COUNTY OF EAGLE, STATE OF COLORADO.

**A L T A   C O M M I T M E N T**

**Schedule B - Section 1**

**(Requirements)**

**Our Order No. V50026725**

**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. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE CORDILLERA TRANSFER FEE HAVE BEEN SATISFIED.**
- 2. WARRANTY DEED FROM KRAIG S. FORBES TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

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

**ALTA COMMITMENT**

**Schedule B - Section 2**

**(Exceptions)**

**Our Order No. V50026725**

**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 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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. **RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 04, 1910, IN BOOK 48 AT PAGE 553.**
9. **RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 04, 1910, IN BOOK 48 AT PAGE 553.**
10. **RESERVATIONS AS CONTAINED IN UNITED STATES PATENT RECORDED JANUARY 9, 1990 IN BOOK 520 AT PAGE 821.**
11. **RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 09, 1990, IN BOOK 520 AT PAGE 820.**

**ALTA COMMITMENT**

**Schedule B - Section 2**

**(Exceptions)**

**Our Order No. V50026725**

**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:**

- 12. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 09, 1990, IN BOOK 520 AT PAGE 822.**
- 13. RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED MAY 12, 1993, IN BOOK 608 AT PAGE 785 AND CONSENT IN CONNECTION THEREWITH RECORDED NOVEMBER 9, 1993 IN BOOK 624 AT PAGE 450 AND SUPPLEMENT THERETO RECORDED NOVEMBER 9, 1993 IN BOOK 624 AT PAGE 451 AND AFFIDAVIT OF CLARIFICATION THERETO RECORDED MARCH 10, 1995 IN BOOK 663 AT PAGE 72 AND AMENDMENT THERETO RECORDED MAY 11, 1998 RECEPTION NO. 655728.**
- 14. TERMS, CONDITIONS AND PROVISIONS OF CORDILLERA SUBDIVISION PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT RECORDED IN THE EAGLE COUNTY RECORDS.**
- 15. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 28, 1994 IN BOOK 638 AT PAGE 879.**
- 16. TERMS, CONDITIONS AND PROVISIONS OF HOLY CROSS ELECTRIC ASSOCIATION, INC. UNDERGROUND RIGHT OF WAY EASEMENT RECORDED NOVEMBER 14, 1995 IN BOOK 680 AT PAGE 922.**
- 17. WATER AND/OR WATER RIGHTS AND DITCHES AND/OR DITCH RIGHTS, WHETHER OR NOT OF PUBLIC RECORD.**
- 18. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF LEVY OF REAL ESTATE TRANSFER FEE RECORDED JUNE 25, 2001 AT RECEPTION NO. 760375.**
- 19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CORDILLERA SUBDIVISION, FILING 9 RECORDED NOVEMBER 9, 1993 IN BOOK 624 AT PAGE 448.**

**ALTA COMMITMENT**

**Schedule B - Section 2**

**(Exceptions)**

**Our Order No. V50026725**

**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:**

- 20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CORDILLERA SUBDIVISION, FILING NO. 9, LOT 18 RECORDED DECEMBER 5, 2000 UNDER RECEPTION NO. 745638.**

**NOTE: THE POLICY OF TITLE INSURANCE WILL INCLUDE AN ARBITRATION PROVISION. THE COMPANY OR THE INSURED MAY DEMAND ARBITRATION. ARBITRABLE MATTERS MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY CONTROVERSY OR CLAIM BETWEEN THE COMPANY AND THE INSURED ARISING OUT OF OR RELATING TO THIS POLICY, ANY SERVICE OF THE COMPANY IN CONNECTION WITH ITS ISSUANCE OR THE BREACH OF A POLICY PROVISION OR OTHER OBLIGATION. PLEASE ASK YOUR ESCROW OR TITLE OFFICER FOR A SAMPLE COPY OF THE POLICY TO BE ISSUED IF YOU WISH TO REVIEW THE ARBITRATION PROVISIONS AND ANY OTHER PROVISIONS PERTAINING TO YOUR TITLE INSURANCE COVERAGE.**

**LAND TITLE GUARANTEE COMPANY and 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 may be obtained from the County Treasurer's authorized agent.
- 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 C 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, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

## NOTICE OF PRIVACY POLICY

### Fidelity National Financial Group of Companies / Chicago Title Insurance Company Security Union Title Insurance Company

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

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

- \* From applications or other forms we receive from you or your authorized representative;
- \* From your transactions with, or from the services being performed by, us, our affiliates, or others;
- \* From our internet web sites;
- \* From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- \* From consumer or other reporting agencies.

#### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

#### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- \* to agents, brokers or representatives to provide you with services you have requested;
- \* to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- \* to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, 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.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

#### **Right to Access Your Personal Information and Ability to Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests submitted to the Fidelity National Financial Group of Companies/Chicago Title Insurance Company shall be in writing, and delivered to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

#### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

**NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY, INC., A COLORADO CORPORATION  
AND  
MERIDIAN LAND TITLE, L.L.C., A COLORADO LIMITED LIABILITY COMPANY, D/B/A  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

This Statement is provided to you as a customer of Land Title Guarantee Company, a Colorado corporation and Meridian Land Title, LLC, d/b/a Land Title Guarantee Company - Grand Junction.

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.

# Commitment to Insure

ALTA Commitment - 2006 Rev.

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the 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. Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties.

## 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 and inspection of the premises 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, Chicago 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.

Carol M. O'Mullen  
Authorized Officer or Agent



CHICAGO TITLE INSURANCE COMPANY

Greg M. Miller  
President

Tom C. [Signature]  
Secretary