



**Community Development Review  
Land Use Application**

Town of Keystone  
1628 Saints John Road  
Keystone, Co 80435  
970-450-3500

<https://keystone.colorado.gov/>

**Project Name:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Request:** please check all that apply

<input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final PUD <input type="checkbox"/> Site Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Final Zoning	<input type="checkbox"/> Non-conforming Parcel Plan Review <input type="checkbox"/> Vacation/Easement <input type="checkbox"/> Preliminary Zoning <input type="checkbox"/> Variance <input type="checkbox"/> Preliminary PUD <input type="checkbox"/> Temporary Use Permit <input type="checkbox"/> Sign Permit <input type="checkbox"/> Other
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**Applicant**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 E Mail Address: \_\_\_\_\_ Fax # \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**Owner (if different from applicant)**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 E Mail Address: \_\_\_\_\_ Fax # \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**Applicant's project planner (if different from applicant)**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 E Mail Address: \_\_\_\_\_ Fax # \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**Project Description**

Size of site: \_\_\_\_\_ acres \_\_\_\_\_ square feet  
 Zoning: current \_\_\_\_\_ proposed \_\_\_\_\_  
 Residential uses \_\_\_\_\_  
 Number of units proposed \_\_\_\_\_ Number of employee units proposed \_\_\_\_\_  
 Non-residential use: \_\_\_\_\_ square feet \_\_\_\_\_  
 Lodging uses: \_\_\_\_\_ # of units proposed \_\_\_\_\_ square feet \_\_\_\_\_

**For Staff Use Only:**

Date Submitted:	Project #
Date Deemed Complete:	Class
Amount Paid:	Notes:

February 14, 2025

Lindsay Hirsh  
Community Development Director  
Town of Keystone  
1628 Sts John Rd  
Keystone, CO 80435

RE: Brightwood at Keystone West Building GSE - Condominium Map Application

Dear Lindsay,

On behalf of Lodge, LLC, the record Owner of the Brightwood at Keystone project and property approved under Summit County Planning Case PLN23-032 at TRACT G, KEYSTONE VILLAGE I Amended, I am writing to submit the attached GSE - Condominium Map Application. This subdivision will create 27 individual air space units for conveyance, along with associated Limited Common Elements and Common Elements.

Please find all required application materials and fees enclosed, and please let us know if you need anything further in processing this application.

Thank you,

A handwritten signature in black ink, appearing to read "B. Shutler", written in a cursive style.

Blake Shutler, Manager  
Lodge, LLC

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## **ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** M20215694

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. THE FINANCIAL CRIMES ENFORCEMENT NETWORK ("FINCEN"), A BUREAU OF THE U.S. DEPARTMENT OF THE TREASURY, HAS ISSUED A GEOGRAPHIC TARGETING ORDER ("GTO") TO ALL TITLE INSURANCE COMPANIES REQUIRING THE COLLECTION AND REPORTING OF CERTAIN INFORMATION WITH RESPECT TO CERTAIN REAL ESTATE TRANSACTIONS IN ADAMS, ARAPAHOE, CLEAR CREEK, DENVER, DOUGLAS, EAGLE, ELBERT, EL PASO, FREMONT, JEFFERSON, MESA, PITKIN, PUEBLO, OR SUMMIT COUNTIES. PRIOR TO THE CLOSING OF THE PROPOSED TRANSACTION, THE COMPANY AND ITS POLICY-ISSUING AGENT MUST BE PROVIDED WITH INFORMATION SUFFICIENT TO DETERMINE IF THE TRANSACTION MUST BE REPORTED TO FINCEN, INCLUDING COPIES OF CERTAIN DOCUMENTS NECESSARY TO MEET THE GTO'S DOCUMENT/RECORD RETENTION REQUIREMENTS. THE PROPOSED TRANSACTION WILL NOT BE CLOSED, AND THE PROPOSED POLICY WILL NOT BE ISSUED, UNLESS THE REQUIRED INFORMATION IS PROVIDED TO THE COMPANY OR ITS POLICY-ISSUING AGENT AND FOUND TO BE ACCEPTABLE.
2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR RERT DENVER 1 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.
3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF RERT DENVER 1 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.

4. FILING OF THE CONDOMINIUM MAP FOR BRIGHTWOOD AT KEYSTONE - BUILDING NO. 1.
  5. FILING OF THE DECLARATION OF RESTRICTIVE COVENANTS FOR BRIGHTWOOD AT KEYSTONE.
  6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN TRADE NAME AFFIDAVIT FOR LODGE, LLC WHO MAY ENTER INTO CONTRACTS AND HOLD REAL PROPERTY IN ITS TRADE NAME, BRIGHTWOOD, LLC, RECORDED APRIL 12, 2024 UNDER RECEPTION NO. [1328526](#) IS CURRENT. NOTE: SAID INSTRUMENT DISCLOSES LITTLE ROCK HEAD, LLC, BY ALAN MARKS, MANAGER; AND TIP TOP DEVELOPMENT, LLC, BY BLAKE SHUTLER, MANAGER AS THE PERSONS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.
  7. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR LODGE, LLC RECORDED SEPTEMBER 11, 2023 UNDER RECEPTION NO. [1317293](#) IS CURRENT. NOTE: SAID INSTRUMENT DISCLOSES LITTLE ROCK HEAD, LLC, BY ALAN MARKS, MANAGER OR TIP TOP DEVELOPMENT, LLC, BY BLAKE SHUTLER, MANAGER AS THE PERSONS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.
  8. PARTIAL RELEASE OF CONSTRUCTION LOAN DEED OF TRUST DATED SEPTEMBER 08, 2023 FROM LODGE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF HEARTLAND BANK AND TRUST COMPANY TO SECURE THE SUM OF \$30,300,000.00 RECORDED SEPTEMBER 11, 2023, UNDER RECEPTION NO. [1317299](#).  
  
SAID DEED OF TRUST WAS FURTHER SECURED BY ASSIGNMENT OF RENTS, LEASES, INCOME AND REVENUES RECORDED SEPTEMBER 11, 2023, UNDER RECEPTION NO. [1317300](#) AND FIRST AMENDMENT RECORDED JULY 19, 2024 UNDER RECEPTION NO. [1334204](#).  
  
DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED SEPTEMBER 11, 2023, UNDER RECEPTION NO. [1317301](#).  
  
ASSIGNMENT AND SUBORDINATION AGREEMENT IN CONNECTION WITH PROPERTY AGREEMENTS RECORDED SEPTEMBER 11, 2023 UNDER RECEPTION NO. [1317303](#).  
  
MODIFICATION IN CONNECTION WITH SAID DEED OF TRUST RECORDED SEPTEMBER 20, 2023, UNDER RECEPTION NO. [1317961](#).  
  
SECOND MODIFICATION IN CONNECTION WITH SAID DEED OF TRUST RECORDED JULY 19, 2024, UNDER RECEPTION NO. [1334203](#).
  9. PARTIAL TERMINATION OF FINANCING STATEMENT BY HEARTLAND BANK AND TRUST COMPANY, THE SECURED PARTY, RECORDED SEPTEMBER 11, 2023, UNDER RECEPTION NO. [1317302](#).
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10. WARRANTY DEED FROM LODGE, LLC, A COLORADO LIMITED LIABILITY COMPANY D/B/A BRIGHTWOOD, LLC, A COLORADO LIMITED LIABILITY COMPANY TO RERT DENVER 1 LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: ALL CONVEYANCE DOCUMENTS SUBJECT TO THE DOCUMENTARY FEE SUBMITTED TO THE COUNTY CLERK AND RECORDER MUST BE ACCOMPANIED BY A REAL PROPERTY TRANSFER DECLARATION.

## **ALTA COMMITMENT**

### **Old Republic National Title Insurance Company**

#### **Schedule B, Part II**

##### **(Exceptions)**

Order Number: M20215694

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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. **RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 13, 1923, IN BOOK 105 AT PAGE [340](#).**
9. **RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 04, 1972, IN BOOK 227 AT PAGE [440](#) UNDER RECEPTION NO. 130111.**

10. TERMS, CONDITIONS AND PROVISIONS OF BY LAWS OF KEYSTONE VILLAGE ASSOCIATION, INC. RECORDED MARCH 12, 1973 IN BOOK 233 AT PAGE [67](#) UNDER RECEPTION NO. 132295 AND RECORDED MARCH 12, 1973 IN BOOK 242 AT PAGE [473](#).
  11. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON THE SECOND RESUBDIVISION PLAT OF KESTONE VILLAGE I AMENDED RECORDED APRIL 6, 1976 UNDER RECEPTION NO. [155590](#).
  12. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT DEED TO THE SNAKE RIVER WATER DISTRICT RECORDED SEPTEMBER 16, 1982 UNDER RECEPTION NO. [245330](#).
  13. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO RECORDED JUNE 18, 1986 UNDER RECEPTION NO. [318882](#).
  14. NON-EXCLUSIVE ACCESS EASEMENT AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 13, 1988, UNDER RECEPTION NO. [363561](#). (SEE EXHIBIT D).
  15. TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED JUNE 04, 2010 UNDER RECEPTION NO. [940413](#).
  16. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE 20-C BY THE SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS FOR A REVISED AND RESTATED ORDINANCE FOR SHORT TERM VACATION RENTAL REGULATIONS RECORDED FEBRUARY 21, 2023 UNDER RECEPTION NO. [1305927](#) AND RERECORDED MARCH 3, 2023 UNDER RECEPTION NO. [1306650](#) AND RERECORDED MARCH 10, 2023 UNDER RECEPTION NO. [1306881](#).
  17. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2023-51 APPROVING GENERAL SUBDIVISION EXEMPTION TO REPLAT RECORDED JUNE 29, 2023 UNDER RECEPTION NO. [1313218](#).
  18. EASEMENTS, NOTES AND DEDICATIONS, INCLUDING THE RIGHT OF WAY FOR ARGENTINE COURT, AS SHOWN ON THE SUBDIVISION EXEMPTION PLAT OF TRACTS A & G, KEYSTONE VILLAGE I AMENDED RECORDED JUNE 29, 2023 UNDER RECEPTION NO. [1313220](#).
  19. TERMS, CONDITIONS AND PROVISIONS OF LAND USE COVENANTS RECORDED SEPTEMBER 11, 2023 UNDER RECEPTION NO. [1317296](#).
  20. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT COVENANTS RECORDED SEPTEMBER 11, 2023 UNDER RECEPTION NO. [1317297](#).
  21. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF MEMORANDUM OF REPURCHASE OPTION AGREEMENT RECORDED SEPTEMBER 11, 2023 UNDER RECEPTION NO. [1317298](#).
  22. TERMS, CONDITIONS AND PROVISIONS OF SITE PLAN IMPROVEMENTS AGREEMENT RECORDED OCTOBER 10, 2023 UNDER RECEPTION NO. [1318788](#).
  23. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RELOCATION AGREEMENT & BUILDING PERMIT ACKNOWLEDGEMENT RECORDED DECEMBER 13, 2023 UNDER RECEPTION NO. [1322208](#).
  24. TERMS, CONDITIONS AND PROVISIONS OF KEYSTONE RESORT PLANNED UNIT DEVELOPMENT DESIGNATION RECORDED FEBRUARY 22, 2024 UNDER RECEPTION NO. [1325864](#).
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25. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2023-08 APPROVING PLN23-032 SITE PLAN REVIEW BY THE SNAKE RIVER PLANNING COMMISSION RECORDED APRIL 24, 2024 UNDER RECEPTION NO. [1329173](#).
26. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT (WATER LINE) RECORDED MAY 24, 2024 UNDER RECEPTION NO. [1331170](#).
27. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2024-13 RECORDED MAY 24, 2024 UNDER RECEPTION NO. [1331171](#).
28. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON THE SUBDIVISION EXEMPTION PLAT OF TRACT G, KEYSTONE VILLAGE I AMENDED RECORDED MAY 24, 2024 UNDER RECEPTION NO. [1331172](#) AND LENDER APPROVAL RECORDED MAY 24, 2024 UNDER RECEPTION NO. [1331169](#).
29. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON THE SECOND SUBDIVISION EXEMPTION REPLAT OF TRACT G, KEYSTONE VILLAGE I AMENDED RECORDED AUGUST 8, 2024 UNDER RECEPTION NO. [1335375](#) AND LENDER APPROVAL RECORDED AUGUST 8, 2024 UNDER RECEPTION NO. [1335376](#).
30. TERMS, CONDITIONS AND PROVISIONS OF BILL OF SALE RECORDED OCTOBER 14, 2024 UNDER RECEPTION NO. [1339546](#).
31. THOSE PROVISIONS, COVENANTS AND CONDITIONS, EASEMENTS AND RESTRICTIONS, WHICH ARE A BURDEN TO THE CONDOMINIUM UNIT DESCRIBED IN SCHEDULE A, AS CONTAINED IN INSTRUMENT RECORDED XX XX, 2024 UNDER RECEPTION NO. XXXXXX.
32. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON THE CONDOMINIUM MAP FOR BRIGHTWOOD AT KEYSTONE RECORDED XX XX, 2024 UNDER RECEPTION NO. XXXXXX.

NOTE: (FOR INFORMATIONAL PURPOSES ONLY) LAND TITLE HAS BEEN PROVIDED A COPY OF AN IMPROVEMENT LOCATION CERTIFICATE DATED AUGUST 10, 2023 PREPARED BY RANGE WEST, JOB NO. 22436. ( IMAGE eyJpZCI6NjE3OTIxMTI9.Z2ruSw.ynHcncr8MCodFd\_K-ffgKl\_aYFJc/20209645\_XILC\_24491082.pdf">61792119 )



## **ALTA Commitment For Title Insurance** **issued by Old Republic National Title Insurance Company**

### **NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions ,Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of



insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

1. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
2. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
3. "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
4. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
5. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
6. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
7. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
8. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
9. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
10. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  1. the Notice;
  2. the Commitment to Issue Policy;
  3. the Commitment Conditions;
  4. Schedule A;
  5. Schedule B, Part I—Requirements; and
  6. Schedule B, Part II—Exceptions; and
  7. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

1. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  2. The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
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3. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
4. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
5. The Company is not liable for the content of the Transaction Identification Data, if any.
6. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
7. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**

1. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
2. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
3. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
4. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
5. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
6. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

IN WITNESS WHEREOF, 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



Craig B. Rants, Senior Vice President

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## Land Title Guarantee Company

### Disclosure Statements

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

1. The Subject real property may be located in a special taxing district.
2. 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).
3. The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

1. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
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2. 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.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.
4. The Company must receive payment of the appropriate premium.
5. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

1. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
2. 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.

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



## Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation

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## and Old Republic National Title Insurancy Company

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information

when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

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

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These images are provided for informational purposes only. They are not guaranteed as to availability or quality.

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**All Land Title Guarantee Company offices will be closed starting at 1:00 pm on Tuesday, December 24 through Wednesday, December 25. Our offices will have varying hours on Tuesday, December 31, but all will be closed Wednesday, January 1, 2025. Please reach out to your Sales representative or Closer with any questions.**