

PRELIMINARY TITLE REPORT



Land Title Guarantee of Summit County
CUSTOMER DISTRIBUTION

Date: 10-31-2008

Our Order Number: M20081742

Property Address:

0059 SWAN MOUNTAIN RD BRECKENRIDGE, CO 80424

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

For Title Assistance:
Breckenridge Title Dept.
Cynthia Thompson
200 NORTH RIDGE
PO BOX 2280
BRECKENRIDGE, CO 80424
Phone: 970-453-2255
Fax: 970-453-3828
EMail: cthompson@ltgc.com

BRECKENRIDGE SANITATION
P.O. BOX 1216
1605 AIRPORT RD
BRECKENRIDGE, COLORADO 80424
Attn: ANDY CARLBERG
Phone: 970-453-2723
Copies: 1
EMail: achrecksan@aol.com
Linked Commitment Delivery



Land Title Guarantee of Summit County

Date: 10-31-2008

Our Order Number: M20081742

Property Address:

0059 SWAN MOUNTAIN RD BRECKENRIDGE, CO 80424

Buyer/Borrower:

TO BE DETERMINED

Seller/Owner:

UPPER BLUE SANITATION DISTRICT (ACCORDING TO ORDER CHANGING NAME OF DISTRICT RECORDED SEPTEMBER 26, 2008 UNDER RECEPTION NO. 897271)

Need a map or directions for your upcoming closing? Check out Land Title's web site at www.ltgc.com for directions to any of our 54 office locations.

ESTIMATE OF TITLE FEES

TBD Commitment

\$258.00

If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.

TOTAL

\$258.00

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. M20081742

Schedule A

Cust. Ref.:

Property Address:

0059 SWAN MOUNTAIN RD BRECKENRIDGE, CO 80424

1. Effective Date: October 23, 2008 at 5:00 P.M.

2. Policy to be Issued, and Proposed Insured:

"TBD" Commitment

Proposed Insured:
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:

UPPER BLUE SANITATION DISTRICT (ACCORDING TO ORDER CHANGING NAME OF DISTRICT
RECORDED SEPTEMBER 26, 2008 UNDER RECEPTION NO. 897271)

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

A TRACT OF LAND IN TOWNSHIP 5 SOUTH RANGE 77 WEST SECTION 31, WATER SEWAGE
TREATMENT PLANT, COUNTY OF SUMMIT, STATE OF COLORADO, SUBJECT TO AN
IMPROVEMENT LOCATION CERTIFICATE PROVIDED TO LAND TITLE GUARANTEE COMPANY BY AN
ACCREDITED SURVEYOR.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. M20081742

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:

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED
PURSUANT HERETO.**

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. M20081742

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. 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.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 25, 1896 IN BOOK 74 AT PAGE 451.**
10. **ALL WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS AS RESERVED IN WARRANTY DEED RECORDED JULY 18, 1963 IN BOOK 170 AT PAGE 189 UNDER RECEPTION NO. 97328.**
11. **TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED JULY 09, 1984 AT RECEPTION NO. 280488.**
12. **THE EFFECT OF RESOLUTION NO. 92-1 RECORDED JANUARY 17, 1992 UNDER RECEPTION NO. 416133.**
13. **TERMS, CONDITIONS AND PROVISIONS OF ORDER OF INCLUSION RECORDED MAY 27, 1992 AT RECEPTION NO. 422504.**

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. M20081742

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

- 14. TERMS, CONDITIONS AND PROVISIONS OF WATER AGREEMENT RECORDED MARCH 15, 1993 AT RECEPTION NO. 439595.**
- 15. TERMS, CONDITIONS AND PROVISIONS OF ACCESS AND STORAGE AGREEMENT RECORDED APRIL 16, 1993 AT RECEPTION NO. 441399.**
- 16. TERMS, CONDITIONS AND PROVISIONS OF ENCROACHMENT AGREEMENT RECORDED APRIL 16, 1993 AT RECEPTION NO. 441400.**
- 17. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED AUGUST 04, 1995 AT RECEPTION NO. 495957.**
- 18. TERMS, CONDITIONS AND PROVISIONS OF SEWER LINE EXTENSION AGREEMENT RECORDED SEPTEMBER 21, 1995 AT RECEPTION NO. 499415.**
- 19. EXISTING LEASES AND TENANCIES, IF ANY.**
- 20. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED NOVEMBER 14, 1995 AT RECEPTION NO. 503172.**
- 21. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 99-26 APPROVING SITE PLAN RECORDED JUNE 11, 1999 AT RECEPTION NO. 597936.**
- 22. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 2006-15 APPROVING PLANNING CASE RECORDED OCTOBER 03, 2006 AT RECEPTION NO. 834821.**
- 23. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT RECORDED NOVEMBER 28, 2007 AT RECEPTION NO. 874735.**
- 24. TERMS, CONDITIONS AND PROVISIONS OF ORDER CHANGING NAME OF DISTRICT RECORDED SEPTEMBER 26, 2008 AT RECEPTION NO. 897281.**

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.

**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
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.