

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. M20100878

Schedule A

Cust. Ref.:

Property Address:

0086 GOLD HILL ROAD BRECKENRIDGE, CO 80424

1. Effective Date: July 14, 2010 at 5:00 P.M.

2. Policy to be Issued, and Proposed Insured:

"ALTA" Owner's Policy 10-17-92

\$0.00

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:

THE RONALD C. SHELTON TRUST, DATED MARCH 25, 2008 AND THE JENNIFER L. SHELTON TRUST, DATED MARCH 25, 2008

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE GOLD HILL PLACER, U.S. MINERAL SURVEY NO. 13719 IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO. AID TRACT BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN BOOK 206 AT PAGE 3 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER AND EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 196314 IN SAID OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 196314, ALSO BEING A POINT ON THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 206 AT PAGE 3;

THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN BOOK 206 AT PAGE 3 FOR THE FOLLOWING COURSES:

- 1) DUE WEST A DISTANCE OF 322.82 FEET;
- 2) DUE SOUTH A DISTANCE OF 317.65;
- 3) DUE WEST A DISTANCE OF 591.65 TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD AS DESCRIBED IN BOOK 206 AT PAGES 1 AND 2;
- 4) 82.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07 DEGREES 16 MINUTES, 45 SECONDS A RADIUS OF 649.28 FEET AND A CHORD WHICH BEARS SOUTH 01 DEGREES 56 MINUTES, 38 SECONDS WEST, A DISTANCE OF 82.43 FEET DISTANT ALONG SAID EXISTING ROAD CENTERLINE;
- SOUTH 05 DEGREES, 35 MINUTES, 01 SECONDS WEST, A DISTANCE OF 81.62 FEET ALONG SAID EXISTING ROAD CENTERLINE;
- 6) 117.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28 DEGREES, 58 MINUTES, 22 SECONDS AND A RADIUS OF 232.23 FEET ALONG SAID EXISTING ROAD CENTERLINE;
- 7) 56.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07 DEGREES, 48 MINUTES, 40 SECONDS AND A RADIUS OF 416.19 ALONG SAID EXISTING ROAD CENTERLINE;
- 8) DUE EAST A DISTANCE OF 719.86 FEET;
- 9) DUE SOUTH A DISTANCE OF 367.43 FEET;
- 10) SOUTH 81 DEGREES, 31 MINUTES, 42 SECONDS EAST, A DISTANCE OF 405.82 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 196314;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL DESCRIBED UNDER RECEPTION NO. 196314 FOR THE FOLLOWING FOUR COURSES:

- 1) NORTH 13 DEGREES, 02 MINUTES, 09 SECONDS EAST, A DISTANCE OF 27.64 FEET;
- 2) 242.40 FEET ALONG THE ARC OF CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05

LEGAL DESCRIPTION

DEGREES, 44 MINUTES, 08 SECONDS, A RADIUS OF 2421.50 FEET AND A CHORD WHICH BEARS NORTH 07 DEGREES, 54 MINUTES, 09 SECONDS EAST, 242.30 FEET DISTANT;

3) NORTH 61 DEGREES, 34 MINUTES, 51 SECONDS WEST, A DISTANCE OF 219.80 FEET;

4) 712.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 18 DEGREES, 22 MINUTES, 50 SECONDS, A RADIUS OF 2221.50 FEET AND A CHORD WHICH BEARS NORTH 06 DEGREES, 24 MINUTES, 21 SECONDS WEST, 709.61 FEET DISTANT TO THE POINT OF BEGINNING.

EXCEPT THAT TRACT OF LAND AS SET FORTH IN INSTRUMENT RECORDED MARCH 4, 1971, IN BOOK 206 AT PAGE 1.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. M20100878

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.

1. RELEASE OF DEED OF TRUST DATED AUGUST 30, 2007 FROM RONALD C. SHELTON AND JENNIFER L. SHELTON TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF WELLS FARGO BANK, N.A. TO SECURE THE SUM OF ██████████ RECORDED AUGUST 31, 2007, UNDER RECEPTION NO. 866566.
2. RELEASE OF DEED OF TRUST DATED JULY 15, 2008 FROM THE RONALD C. SHELTON TRUST, DATED MARCH 25, 2008 AND THE JENNIFER L. SHELTON TRUST, DATED MARCH 25, 2008 TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF WELLS FARGO BANK, N.A. TO SECURE THE SUM OF ██████████ RECORDED JULY 24, 2008, UNDER RECEPTION NO. 893021.

NOTE: AFFIDAVIT/STATEMENT OF AUTHORITY FOR THE RONALD C. SHELTON TRUST DATED MARCH 25, 2008 RECORDED SEPTEMBER 09, 2009 UNDER RECEPTION NO. 922152 DISCLOSES RONALD C. SHELTON AS TRUSTEE(S) WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID TRUST.

NOTE: AFFIDAVIT/STATEMENT OF AUTHORITY FOR THE JENNIFER L. SHELTON TRUST DATED MARCH 25, 2008 RECORDED SEPTEMBER 09, 2009 UNDER RECEPTION NO. 9221153 DISCLOSES JENNIFER L. SHELTON AS TRUSTEE(S) WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID TRUST.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. M20100878

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 FOR THE DU LAC PLACER RECORDED IN BOOK 2 AT PAGE 11 AND IN BOOD 123 AT PAGE 15 AND IN BOOK 154 AT PAGE 276.
10. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED JULY 09, 1969 AT RECEPTION NO. 113066.
11. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 93-13 RECORDED DECEMBER 07, 1993 AT RECEPTION NO. 458484 AND RESOLUTION NO. 93-20 RECORDED NOVEMBER 18, 1993 UNDER RECEPTION NO. 456331..
12. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 17, 2002 AT RECEPTION NO. 705401 AND SPECIAL WARRANTY DEED RECORDED FEBRUARY 17, 2005 UNDER RECEPTION NO. 782962..
13. RIGHT OF WAY OF OVERHEAD POWER LINES AS SHOWN ON SURVEY BY ROB ANDREWS LAND SURVEYING, DATED AUGUST 29, 2007, PROJECT NO. 93344.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. M20100878

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. ENCROACHMENT OF FENCE INTO THE COLORADO STATE HIGHWAY NO. 9 RIGHT OF WAY AS SHOWN ON THE SURVEY BY ROB ANDERREWS LAND SURVEYING, DATED AUGUST 29, 2007, PROJECT NO. 93344.
15. ENCROACHMENT OF FENCE OVER THE NORTHERLY PROPERTY LINES ONTO THE ADJOINING PROPERTY AS SHOWN ON SURVEY BY ROB ANDREWS LAND SURVEYING, DATED AUGUST 29, 2007, PROJECT NO. 93344.
16. ENCROACHMENT OF FENCE IN TO THE GOLD HILL RIGHT OF WAY AS SHOWN ON SURVEY BY ROB ANDEWS LAND SURVEYING, DATED AUGUST 29, 2007, PROJECT NO. 93344.

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.