



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Customer Distribution

Our Order Number: ABS60009802-4

Date: 08-14-2018

Property Address: UNKNOWN, TABERNASH, CO 80478

For Title Assistance

NICOLE HALL
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4189 (phone)
303-393-4842 (fax)
nhall@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Seller/Owner

REGINALD PAULK
P.O. BOX 520
TABERNASH, CO 80478
303-619-2188 (work)
rpaulk1949@yahoo.com
Delivered via: Electronic Mail

Attorney for Seller

Attention: BUSTER COGSWELL
wcogswell3@cogswell-attorneys.com
Delivered via: Electronic Mail

TIM SHENK LAND SURVEYING
1946 COUNTY RD 57
PO BOX 1670
GRANBY, CO 80446
970-887-1046 (work)
tshenk@tlsi.com
Delivered via: Electronic Mail

Attorney for Seller

THE WHITMER LAW FIRM LLC
Attention: KENT WHITMER
P.O. BOX 38
129 E. BYERS AVE.
HOT SULPHUR SPRINGS, CO 80451
970-725-3460 (work)
kent@whitmerlawfirm.com
Delivered via: Electronic Mail

Attention: STEVEN PAULK
intercranial@mac.com
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABS60009802-4

Date: 08-14-2018

Property Address: UNKNOWN, TABERNASH, CO 80478

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: HURD CREEK RANCH COMPANY, A COLORADO CORPORATION, AS TO PARCELS 1 AND 2 AND JOHN STEVEN PAULK AND ANDREA MARIE PAULK, AS TO PARCEL 3 AND REGINALD SINCLAIR PAULK AND NANCY ISABEL PAULK, AS TO PARCEL 4 AND THE MOUNTBRIDGE FARM LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment \$225 for TBD and 6.25 addl hours@\$125.00	\$1,000.00
TBD - TBD Income	-\$225.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$775.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS60009802-4

Customer Ref-Loan No.:

Property Address:

UNKNOWN, TABERNASH, CO 80478

1. Effective Date:

08-03-2018 At 05:00:00

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$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:

HURD CREEK RANCH COMPANY, A COLORADO CORPORATION, AS TO PARCELS 1 AND 2 AND JOHN STEVEN PAULK AND ANDREA MARIE PAULK, AS TO PARCEL 3 AND REGINALD SINCLAIR PAULK AND NANCY ISABEL PAULK, AS TO PARCEL 4 AND THE MOUNTBRIDGE FARM LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

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

PARCEL 1:

TOWNSHIP 1 NORTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTION 35: N1/2SW1/4; SW1/4SW1/4 EXCEPTING ANY PORTION CONTAINED IN DEED RECORDED APRIL 1, 1969 IN BOOK 164 AT PAGE [390](#)

PARCEL 2:

TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN

SECTION 4: LOTS 1 AND 2; S1/2N1/2; N1/2SW1/4; NW1/4SE1/4, EXCEPT THAT PORTION CONVEYED TO KERWIN BY DEED RECORDED IN BOOK 227 AT PAGE 741

SECTION 5: LOTS 2,3 AND 4; S1/2N1/2; N1/2SE1/4; NE1/4SW1/4; THAT PART OF LOT 1 DESCRIBED IN BOOK 152 AT PAGE 508; THOSE PORTIONS OF THE SE1/4SW1/4 AND OF THE NW1/4SW1/4 LYING NORTHERLY OF THE COUNTY ROAD EXCEPT LOTS 1, 2, 3, 4, 5, 6, 7, 8,9, 10, 11, 12, 13, 14, 15, 16 17, 18, 19, 20, 22, 23 AND 24 IN CLAYTON'S RANCH ACRES, AND EXCEPT THE ROADS SHOWN ON THE RECORDED PLAT OF CLAYTON'S RANCH ACRES, AND EXCEPT THOSE PORTIONS OF SAID SW1/4 DESCRIBED IN BOOK 150 AT PAGE 29 AND IN BOOK 315 AT PAGE 692

SECTION 6: LOTS 1, 2 AND 3; S1/2NE1/4; THOSE PORTIONS OF THE S1/2NW1/4 AND OF THE NE1/4SE1/4 LYING NORTHERLY OF THE COUNTY ROAD

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS60009802-4

Customer Ref-Loan No.:

EXCEPTING FROM THE ABOVE:

THE PROPERTY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS IN DEED RECORDED MAY 23, 1990 IN BOOK 464 AT PAGE [176](#) AND IN DEED RECORDED APRIL 26, 1991 IN BOOK 478 AT PAGE [323](#)

AND EXCEPTING FROM THE ABOVE:

THE PROPERTY CONVEYED TO JOHN STEVEN PAULK IN DEED RECORDED MAY 17, 1991 IN BOOK 479 AT PAGE [73](#) (WHICH IS PARCEL 3 BELOW)

THE PROPERTY CONVEYED TO REGINALD SINCLAIRE PAULK IN DEED RECORDED APRIL 26, 1991 IN BOOK 478 AT PAGE [295](#) (WHICH IS PARCEL 4 BELOW)
COUNTY OF GRAND, STATE OF COLORADO

PARCEL 3:

A PORTION OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M., GRAND COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 5, AS EVIDENCED BY AN EXISTING B.L.M. BRASS CAP MONUMENT (1933) FROM WHICH THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 75 WEST, AS EVIDENCED BY AN EXISTING B.L.M. BRASS CAP MONUMENT (1928) BEARS EAST 287.48 FEET; THENCE S $03^{\circ}34'02''$ W 2249.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE N $66^{\circ}06'39''$ E 1591.24 FEET TO THE POINT ON THE WEST LINE OF LOT 1 OF SAID SECTION 5 AS EVIDENCED BY AN EXISTING REBAR WITH SEAL 809; THENCE ALONG THE WEST LINE OF SAID LOT 1 N $00^{\circ}06'31''$ W 1204.46 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING COUNTY ROAD; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING COUNTY ROAD THE FOLLOWING COURSES AND DISTANCES:

N $60^{\circ}21'49''$ W 65.59 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A CENTRAL ANGLE OF $17^{\circ}15'35''$ AND A RADIUS OF 481.64 FEET A RADIAL LINE THROUGH SAID POINT BEARS S $23^{\circ}55'14''$ E;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE 145.09 FEET TO THE END OF SAID CURVE; THENCE TANGENT FROM SAID CURVE S $83^{\circ}20'21''$ W 37.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF $19^{\circ}47'47''$ AND A RADIUS OF 539.15 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 186.28 FEET TO THE END OF SAID CURVE;

THENCE TANGENT FROM SAID CURVE S $63^{\circ}32'34''$ W 27.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF $08^{\circ}55'48''$ AND A RADIUS OF 1119.74 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 174.52 FEET TO THE END OF SAID CURVE;

THENCE TANGENT FROM SAID CURVE S $54^{\circ}36'46''$ W 73.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF $24^{\circ}39'48''$ AND A RADIUS OF 538.10 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 231.63 FEET TO THE END OF SAID CURVE;

THENCE TANGENT FROM SAID CURVE S $79^{\circ}16'34''$ W 41.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF $26^{\circ}44'56''$ AND A RADIUS OF 167.47 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 78.18 FEET TO THE END OF SAID CURVE; SAID END OF CURVE BEING THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF $12^{\circ}37'15''$ AND A RADIUS OF 801.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 176.44 FEET TO THE END OF SAID CURVE;

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS60009802-4

Customer Ref-Loan No.:

THENCE DEPARTING FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING COUNTY ROAD S 12°37'05" W 318.17 FEET;
THENCE S 60°22'06" W 553.72 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE EXISTING COUNTY ROAD;
THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF THE EXISTING COUNTY ROAD THE FOLLOWING COURSES AND DISTANCES:
S 15°57'46" E 396.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 12°58'36" AND A RADIUS OF 619.80 FEET;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 140.38 FEET TO THE END OF SAID CURVE;
THENCE TANGENT FROM SAID CURVE S 02°59'10" E 87.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 31°30'02" AND A RADIUS OF 277.61 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 152.63 FEET TO THE END OF SAID CURVE;
THENCE TANGENT FROM SAID CURVE S 34°29'12" E 14.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 33°40'29" AND A RADIUS OF 136.76 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 80.38 FEET TO THE END OF SAID CURVE A RADIAL LINE THROUGH SAID END OF CURVE BEARS N 89°11'17" E; SAID END OF CURVE BEING THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M., GRAND COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 5, AS EVIDENCED BY AN EXISTING B.L.M. BRASS CAP MONUMENT (1933) FROM WHICH THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 75 WEST, AS EVIDENCED BY AN EXISTING B.L.M. BRASS CAP MONUMENT (1928) BEARS EAST 287.48 FEET;
THENCE S 03°34'02" W 2249.73 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 66°06'39" E 1591.24 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID SECTION 5 AS EVIDENCED BY AN EXISTING REBAR WITH SEAL 809; THENCE S 25°25'37" W 2140.44 FEET; THENCE WEST 599.00 FEET;
THENCE N 27°06'10" W 850.00 FEET;
THENCE N 49°25'40" E 397.46 FEET;
THENCE N 32°40'12" E 234.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A CENTRAL ANGLE OF 33°28'55" AND A RADIUS OF 136.76 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 79.92 FEET TO THE END OF SAID CURVE A RADIAL LINE THROUGH SAID END OF CURVE BEARS N 89°11'17" E; SAID END OF CURVE BEING TRUE POINT OF BEGINNING.

PARCEL 5:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 75 WEST OF THE 6TH P.M.,

ALL IN THE COUNTY OF GRAND,
STATE OF COLORADO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS60009802-4

Customer Ref-Loan No.:

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: ABS60009802-4

The following are the 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. THIS COMMITMENT IS FOR INFORMATION ONLY.

THE FOLLOWING WILL BE REQUIRED SHOULD THE COMPANY BE REQUESTED TO ISSUE A FUTURE COMMITMENT TO INSURE:

2. WARRANTY DEED FROM HURD CREEK RANCH COMPANY, A COLORADO CORPORATION TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY DESCRIBED HEREIN AS PARCELS 1 AND 2.
3. WARRANTY DEED FROM STEVEN PAULK AND ANDREA MARIE PAULK TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY DESCRIBED HEREIN AS PARCEL 3.
4. WARRANTY DEED FROM REGINALD SINCLAIR PAULK AND NANCY ISABEL PAULK TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY DESCRIBED HEREIN AS PARCEL 4.
5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT SURVEY PLAT OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT SURVEY PLAT.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

6. WARRANTY DEED FROM MOUNTBRIDGE FARM LIMITED PARTNERSHIP, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY DESCRIBED HEREIN AS PARCEL 5.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABS60009802-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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. EXISTING LEASES AND TENANCIES.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE 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 APRIL 13 1893, IN BOOK 13 AT PAGE [319](#) AND RECORDED MAY 16, 1913 IN BOOK 17 AT PAGE [234](#) AND [235](#).
10. 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 APRIL 10, 1910 IN BOOK 34 AT PAGE [252](#) AND RECORDED OCTOBER 5, 1910 IN BOOK 17 AT PAGE [219](#) AND RECORDED OCTOBER 22, 1896 IN BOOK 17 AT PAGE [136](#).
11. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JULY 31, 1920, IN BOOK 53 AT PAGE [109](#) AND RECORDED DECEMBER 17, 1923 IN BOOK 53 AT PAGE [585](#) AND RECORDED JULY 16, 1924 IN BOOK 53 AT PAGE [599](#).
12. ALL COAL AND OTHER MINERALS IN THE LANDS SO GRANTED AND TO IT, OR PERSONS

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABS60009802-4

AUTHORIZED BY IT, THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE COAL FROM THE SAME, UPON COMPLIANCE WITH THE CONDITIONS OF AND SUBJECT TO THE LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 . . . 39 STAT. 862 AS RESERVED IN PATENT RECORDED DECEMBER 17, 1923 IN BOOK 53 AT PAGE [585](#) AND RECORDED JULY 16, 1924 IN BOOK 53 AT PAGE [599](#), ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY RECORDED OCTOBER 31, 1947 IN BOOK 95 AT PAGE [534](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND RIGHT OF WAY RECORDED AUGUST 14, 1961 IN BOOK 137 AT PAGE [277](#).
15. EASEMENT AND RIGHT OF WAY AS GRANTED IN INSTRUMENT RECORDED AUGUST 26, 1963 IN BOOK 144 AT PAGE [378](#)
16. RIGHT OF WAY OVER DEISHER TIMBER ROAD, ROLLINS PASS ROAD AND TRAIL CREEK ROAD AND THE RIGHT TO FISH IN ALL STREAMS ON SUBJECT PROPERTY AS CONTAINED IN AGREEMENT RECORDED JULY 16, 1924 IN BOOK 68 AT PAGE [536](#)
17. RIGHT OF WAY FOR CLAYTON RESERVOIRS NO. 1 AND 2 AS CONTAINED IN DECREE RECORDED JUNE 24, 1957 INTEREST BOOK 121 AT PAGE [406](#).
18. RIGHT OF WAY FOR THE HURD CREEK DITCH AS CONTAINED IN DECREE RECORDED AUGUST 2, 1909 IN BOOK 43 AT PAGE [1](#).
19. RIGHT OF WAY FOR HAMMOND DITCH NO 1 AND EXTENSION AS CONTAINED IN DECREE RECORDED JULY 22, 1909 IN BOOK 33 AT PAGE [496](#).
20. RIGHT OF WAY FOR THE AXEL DITCH AND EXTENSIONS AS CONTAINED IN DECREE RECORDED NOVEMBER 1, 1955 IN BOOK 114 AT PAGE [563](#).
21. RIGHT OF WAY FOR ROADWAYS AS GRANTED IN INSTRUMENTS RECORDED OCTOBER 3, 1934 IN BOOK 81 AT PAGE [590](#) AND RECORDED JANUARY 23, 1959 IN BOOK 128 AT PAGE [154](#) AS AMENDED BY INSTRUMENTS RECORDED MAY 12, 1960 IN BOOK 132 AT PAGE [176](#) AND RECORDED MAY 24, 1961 IN BOOK 136 AT PAGE [445](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIPELINE RIGHT OF WAY RECORDED APRIL 01, 1969 IN BOOK 164 AT PAGE [392](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY RIGHT OF WAY RECORDED MARCH 01, 1976 IN BOOK 223 AT PAGE [393](#).
24. 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 APRIL 23, 1980, IN BOOK 275 AT PAGE [388](#).

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABS60009802-4

25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CLAYTON'S RANCH ACRES RECORDED SEPTEMBER 03, 1957 UNDER RECEPTION NO. [85408](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENT RECORDED AUGUST 31, 1981 IN BOOK 297 AT PAGE [857](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR ROADWAY PURPOSES RECORDED AUGUST 31, 1981 IN BOOK 297 AT PAGE [857](#).
28. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 1981-8-9 RECORDED SEPTEMBER 24, 1981 IN BOOK 299 AT PAGE [73](#).
29. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO 1982-7-15 RECORDED AUGUST 09, 1982 IN BOOK 314 AT PAGE [413](#).
30. EASEMENT AND RIGHT OF WAY AS CONTAINED IN DEED RECORDED FEBRUARY 2, 1984 IN BOOK 344 AT PAGE [431](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 08, 1986 IN BOOK 402 AT PAGE [349](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION RECORDED AUGUST 31, 1981 IN BOOK 297 AT PAGE [857](#).
33. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 1982-8-10 RECORDED SEPTEMBER 23, 1982 IN BOOK 316 AT PAGE [650](#).
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HURD RANCH EXEMPTION RECORDED SEPTEMBER 23, 1982 UNDER RECEPTION NO. [196822](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED MAY 09, 1988 IN BOOK 434 AT PAGE [679](#).
36. EASEMENT AND RIGHT OF WAY AS CONTAINED IN DEED RECORDED APRIL 26, 1991 IN BOOK 478 AT PAGE [295](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY RECORDED SEPTEMBER 18, 1992 IN BOOK 505 AT PAGE [110](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 26, 1991 UNDER RECEPTION NO. [293350](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MARCH 24, 1992 IN BOOK 495 AT PAGE [1](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABS60009802-4

AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED AUGUST 20, 1993 UNDER RECEPTION NO. [93007807](#).

41. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT RECORDED NOVEMBER 09, 1994 UNDER RECEPTION NO. [94012582](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED NOVEMBER 05, 2002 UNDER RECEPTION NO. [2002-012074](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED NOVEMBER 12, 2008 UNDER RECEPTION NO. [2008010751](#) AND [2008010752](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED JANUARY 07, 2009 UNDER RECEPTION NO. [2009000177](#).
45. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 18, 2017 UNDER RECEPTION NO. [2017010292](#).
46. EASEMENT AND RIGHT OF WAY FOR COUNTY ROADS NO. 84 AND 841.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY
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 ,
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 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

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 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-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.

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.



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 Policy Amount 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

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) 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.

(b) The Company shall not be 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.

(c) The Company will only have liability 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.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be 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.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, 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.

(d) 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.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) 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 HAS BEEN 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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 200
Denver, Colorado 80206
303-321-1880

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance 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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