



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **SC55110520-4**

Date: **09/13/2023**

Property Address: **CHRISTIAN RANCH, FOUNTAIN, CO 80817**

For Closing Assistance

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO
80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

Seller/Owner

EDW. C. LEVY CO., A MICHIGAN CORPORATION
Attention: L. STEVEN WEINER
8800 DIX AVENUE
DETROIT, MI 48209
(313) 429-2600 (Work)
(313) 429-2610 (Work Fax)
SWEINER@EDWCLEVY.NET
Delivered via: Electronic Mail

SCHMIDT CONSTRUCTION COMPANY

Attention: SCOTT DAVIS
2645 DELTA DRIVE
COLORADO SPRINGS, CO 80910
(719) 392-4200 (Work)
sdavis@schmidtco.co
Delivered via: Electronic Mail

Agent for Buyer

GARY BARBER
Attention: GARY BARBER
P.O. BOX 1976
COLORADO SPRINGS, CO 80901
(719) 660-0948 (Work)
gary@hydrosw.com
Delivered via: Electronic Mail

Surveyor

M&S CIVIL CONSULTANTS INC
Attention: VERNON TAYLOR
20 BOULDER CRESCENT #110
PO BOX 1360
COLORADO SPRINGS, CO 80901
(719) 440-9596 (Work)
(719) 955-5485 (Work)
vern@mscivil.com
Delivered via: Electronic Mail

Attorney for Seller

MULLIKEN WEINER BERG & JOLIVET
Attention: STEVEN K. MULLIKEN
102 S. TEJON, SUITE 900
COLORADO SPRINGS, CO 80903
(719) 635-8750 (Work)
smulliken@mullikenlaw.com
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Surveyor

M&S CIVIL CONSULTANTS INC
Attention: ERIC YOKOM
212 N WAHSATCH AVE
SUITE 305
Colorado Springs, CO 80903
(801) 793-1240 (Cell)
eric@mscivil.com
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Estimate of Title Fees

Order Number: SC55110520-4

Date: 09/13/2023

Property Address: CHRISTIAN RANCH, FOUNTAIN, CO 80817

Seller(s): EDW. C. LEVY CO., A MICHIGAN CORPORATION D/B/A SCHMIDT CONSTRUCTION COMPANY, A MICHIGAN CORPORATION, AND ALSO DOING BUSINESS AS CENTENNIAL MATERIALS, INC.

Buyer(s): SOUTHERN COLORADO RAIL PARK LLC, A MICHIGAN LIMITED LIABILITY COMPANY

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21	\$557.00
Tax Certificate	\$243.00
TOTAL	\$800.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[El Paso county recorded 06/23/1999 under reception no. 99100803](#)

[El Paso county recorded 06/23/1999 under reception no. 99100804](#)

[El Paso county recorded 06/10/1999 under reception no. 99093682](#)

[El Paso county recorded 06/10/1999 under reception no. 99093681](#)

[El Paso county recorded 06/10/1999 under reception no. 99093680](#)

[El Paso county recorded 06/10/1999 under reception no. 99100803](#)

[El Paso county recorded 06/10/1999 under reception no. 99093678](#)

[El Paso county recorded 09/04/1998 under reception no. 98128007](#)

[El Paso county recorded 01/29/1998 under reception no. 98011044](#)

[El Paso county recorded 11/02/1995 at book 6757 page 525](#)

[El Paso county recorded 01/23/1995 at book 6594 page 304](#)

[El Paso county recorded 01/03/1995 at book 6585 page 928](#)

[El Paso county recorded 11/27/1990 at book 5792 page 1217](#)

[El Paso county recorded 04/11/1989 at book 5621 page 246](#)

[El Paso county recorded 01/11/1989 at book 5594 page 1296](#)

[El Paso county recorded 09/24/1987 at book 5425 page 1093](#)

[El Paso county recorded 04/22/2005 under reception no. 205057198](#)

[El Paso county recorded 02/05/1993 under reception no. 2255911](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55110520-4

Property Address:

CHRISTIAN RANCH, FOUNTAIN, CO 80817

1. Commitment Date:

09/01/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21

\$5,000.00

Proposed Insured:

SOUTHERN COLORADO RAIL PARK LLC, A MICHIGAN
LIMITED LIABILITY COMPANY

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

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

EDW. C. LEVY CO., A MICHIGAN CORPORATION D/B/A SCHMIDT CONSTRUCTION COMPANY, A MICHIGAN CORPORATION, AND ALSO DOING BUSINESS AS CENTENNIAL MATERIALS, INC.

5. The Land is described as follows:

SOUTHERN COLORADO RAIL PARK BOUNDARY
METES AND BOUNDS DESCRIPTION

A PARCEL OF LAND BEING THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2 OF SW 1/4) SECTION 19, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 OF NW 1/4) SECTION 30, T16S, R66W, OF THE SIXTH P.M. AND THE SOUTH HALF OF THE SOUTH HALF (S1/2 OF S1/2) SECTION 12, SECTION 13, THE EAST HALF

(E 1/2) SECTION 14, THE EAST HALF (E 1/2) SECTION 23, SECTION 24, SECTION 25 AND THE EAST HALF (E 1/2) OF SECTION 26, ALL IN T16S, R66W, OF THE SIXTH P.M., EL PASO COUNTY, COLORADO, EXCEPT THOSE PARTS

CONVEYED TO EL PASO COUNTY BY SPECIAL WARRANTY DEED UNDER RECEPTION NOS. [219042943](#) AND

[219042944](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER (1/4 COR) COMMON TO SECTION 13 AND SECTION 14, T16S, R66W, SAID

POINT BEING A FOUND STONE, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 11 AND SECTION 14,

T16S, R66W SAID POINT BEING A FOUND 3.25" ALUMINUM CAP STAMPED "R G OBERING, T16S R66W, S11, 1/4

COR, S14, 1999, PE & PLS 13226" ON A NO. 6 REBAR BEARS N01°30'28"W A DISTANCE OF 5,285.06 FEET, BEING

THE BASIS OF ALL BEARINGS IN THIS LEGAL DESCRIPTION. (SAID LINE BEING THE NORTH-SOUTH CENTERLINE OF SAID SECTION 14.)

THE FOLLOWING FOUR (4) COURSES ARE ALONG THE EASTERLY LINES OF THE FORT CARSON MILITARY

RESERVATION:

1) THENCE N01°30'28"W ALONG THE AFORESAID NORTH-SOUTH CENTERLINE OF SECTION 14, 5,285.06 FEET

TO THE QUARTER CORNER COMMON TO SECTIONS 11 AND SECTION 14, T16S, R66W;

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: **SC55110520-4**

2) THENCE N88°40'09"E ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 2,788.00 FEET TO THE

SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, T16S, R66W;

3) THENCE N00°39'18"W ALONG THE EAST LINE OF AFORESAID SECTION 11 A DISTANCE OF 1,312.70 FEET;

4) THENCE N89°11'58"E A DISTANCE OF 1,197.78 FEET TO THE WESTERLY RIGHT-OF-WAY OF CHARTER OAKS

RANCH ROAD;

THENCE ALONG THE WESTERLY LINES THEREOF THE FOLLOWING THREE (3) COURSES:

1) THENCE 38.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A

RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 13°36'22", THE CHORD OF 37.91 FEET WHICH BEARS S28°08'29"W TO A POINT OF TANGENT;

2) THENCE S21°20'19"W A DISTANCE OF 355.09 FEET;

3) THENCE S68°39'41"E A DISTANCE OF 70.00 FEET TO THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED BY

SPECIAL WARRANTY DEED UNDER RECEPTION NO. [219042943](#) OF THE RECORDS OF EL PASO COUNTY,

COLORADO;

THENCE ALONG THE SOUTHERLY LINES THEREOF THE FOLLOWING THREE (3) COURSES:

1) THENCE 646.18 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A

RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 68°33'41", THE CHORD OF 608.31 FEET WHICH BEARS N55°37'10"E TO A POINT OF TANGENT;

2) THENCE N89°54'02"E A DISTANCE OF 356.58 FEET;

3) THENCE N88°26'46"E A DISTANCE OF 623.16 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED BY SPECIAL WARRANTY DEED UNDER RECEPTION NO. [219042944](#) OF THE RECORDS OF EL PASO

COUNTY, COLORADO;

THENCE ALONG THE SOUTHERLY LINES THEREOF THE FOLLOWING SIX (6) COURSES:

1) THENCE N88°26'47"E A DISTANCE OF 224.24 FEET;

2) THENCE N89°38'21"E A DISTANCE OF 293.10 FEET;

3) THENCE N89°04'51"E A DISTANCE OF 753.88 FEET;

4) THENCE N86°07'34"E A DISTANCE OF 381.70 FEET;

5) THENCE N86°06'37"E A DISTANCE OF 476.16 FEET;

6) THENCE N86°06'40"E A DISTANCE OF 471.02 FEET TO THE WESTERLY LINE OF LOT 1 BLOCK 1 "VALLEY VIEW

SUBDIVISION" AS RECORDED IN PLAT BOOK O-3 AT PAGE 57 IN THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1) THENCE S00°57'56"E A DISTANCE OF 25.58 FEET TO THE SOUTH SIXTEENTH CORNER COMMON TO SECTION

7 T16S, R65W AND SECTION 12, T16S, R66W;

2) THENCE CONTINUING S00°57'56"E A DISTANCE OF 1,329.72 FEET TO THE SECTION CORNER COMMON TO

SECTIONS 7 AND 18, T16S, R65W AND SECTIONS 12 AND 13, T16S, R66W;

3) THENCE S00°59'15"E A DISTANCE OF 2,639.23 FEET TO THE QUARTER CORNER (1/4 COR) COMMON TO

SECTION 18, T16S, R65W AND SECTION 13, T16S, R66W;

4) THENCE S00°59'25"E A DISTANCE OF 2,639.15 FEET TO THE SECTION CORNER COMMON TO SECTIONS 18

AND 19, T16S, R65W AND SECTIONS 13 AND 24, T16S, R66W;

5) THENCE S00°46'56"E A DISTANCE OF 2,617.07 FEET TO THE QUARTER CORNER (1/4 COR) COMMON TO

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55110520-4

SECTION 24, T16S, R66W AND SECTION 19, T16S, R65W AND THE SOUTHWEST CORNER OF SAID LOT 1 BLOCK 1 "VALLEY VIEW SUBDIVISION";

THENCE N89°21'33"E ALONG THE SOUTH LINE THEREOF, SAID LINE BEING A PORTION OF EAST-WEST CENTERLINE

OF SAID SECTION 19, T16S, R65W 1,171.75 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 19;

THENCE S00°51'32"E A DISTANCE OF 2,637.30 FEET TO THE WEST SIXTEENTH CORNER COMMON TO SAID SECTION

19 AND SECTION 30, T16S, R65W;

THENCE S00°20'16"E A DISTANCE OF 1,320.03 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 30;

THENCE S89°13'59"W A DISTANCE OF 1,155.32 FEET TO THE NORTH SIXTEENTH CORNER OF THE SECTION LINE

COMMON TO SECTION 30, T16S, R65W AND SECTION 25, T16S, R66W;

THENCE S01°04'10"E ALONG SAID SECTION LINE 1,326.55 FEET TO THE QUARTER CORNER COMMON TO SAID

SECTIONS;

THENCE S00°39'21"E ALONG SAID SECTION LINE 2,640.17 FEET TO THE SECTION CORNER COMMON TO SECTIONS

30 AND 31, T16S, R65W AND SECTIONS 25 AND 36, T16S, R66W, SAID POINT LYING ON THE AFORESAID EASTERLY

LINES OF THE FORT CARSON MILITARY RESERVATION;

THENCE ALONG SAID EASTERLY LINES THE FOLLOWING FOUR (4) COURSES:

1) THENCE S89°36'51"W ALONG THE SECTION LINE BETWEEN SAID SECTIONS 25 AND 36 A DISTANCE OF

5,275.28 FEET TO THE SECTION CORNER COMMON TO SECTIONS 25, 26, 35 AND 36, T16S, R66W;

2) THENCE S89°07'11"W ALONG THE SECTION LINE COMMON TO SECTIONS 26 AND 35, A DISTANCE OF 2,637.64 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 26 AND 35;

3) THENCE N01°34'52"W ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 26, 5,263.81 FEET TO THE

QUARTER CORNER COMMON TO SECTIONS 23 AND 26, T16S, R66W;

4) THENCE N00°25'00"W ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION 23, 5,230.86 FEET TO THE

POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 137,084,509 SQUARE FEET (3,147.027 ACRES MORE OR LESS).

EXCEPTING THEREFROM THE FOLLOWING TWO EXCEPTIONS

EXCEPTION A: (BURL, PENTON AND KOSCOVE PROPERTIES)

(BURL) THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 SW 1/4

SW 1/4) AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW

1/4 SW 1/4) OF SECTION 13 AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. [209137369](#)

AND

(PENTON) THE SOUTH HALF OF THE NORTHEAST 1/4 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST

QUARTER (S 1/2 NE 1/4 SW 1/4 SW 1/4) OF SAID SECTION 13 AS RECORDED IN DEED IN BOOK 5826 AT PAGE [208](#)

AND

(KOSCOVE) THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST

QUARTER (N 1/2 NE 1/4 SW 1/4 SW 1/4) OF SAID SECTION 13 RECORDED IN DEED UNDER RECEPTION NO.

[210059631](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55110520-4

ALL DOCUMENTS FOUND IN THE EL PASO COUNTY CLERK AND RECORDERS RECORDS.
SAID PROPERTIES COMBINED CONTAINING AN AREA OF 1,288,513 SQUARE FEET (29.580 ACRES MORE
OR LESS).

EXCEPTION B: (SOLOMAN AND KOSCOVE PROPERTIES)

(SOLOMAN) A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST

QUARTER OF SECTION 13, T16S, R66W AS DESCRIBED IN DEED UNDER RECEPTION NO. [219082791](#)

(KOSCOVE) A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE
SOUTHWEST

QUARTER OF SECTION 13, T16S, R66W AS DESCRIBED IN DEED UNDER RECEPTION NO. [210059631](#).

ALL DOCUMENTS FOUND IN THE EL PASO COUNTY CLERK AND RECORDERS RECORDS.

SAID PROPERTIES COMBINED CONTAINING AN AREA OF 415,791 SQUARE FEET (9.545 ACRES MORE
OR LESS).

GROSS AREA 137,084,509 SQUARE FEET (3,147.027 ACRES MORE OR LESS).

LESS EXCEPTION A AREA OF 1,288,513 SQUARE FEET (29.580 ACRES MORE OR LESS)

LESS EXCEPTION B AREA OF 415,791 SQUARE FEET (9.545 ACRES MORE OR LESS)

NET AREA 135,380,205 SQUARE FEET (3,107.902 ACRES MORE OR LESS).

PREPARED BY:

MC CIVIL CONSULTANTS, INC.

212 N Wahsatch Ave, Ste 305

Colorado Springs, CO 80903

Mail to: PO Box 1360

Colorado Springs, CO 80901

719.955.5485

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

**AMERICAN
LAND TITLE
ASSOCIATION**



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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55110520-4

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. (THIS ITEM WAS INTENTIONALLY DELETED)
2. TERMINATION OF FINANCING STATEMENT BY JPMORGAN CHASE BANK, N.A., THE SECURED PARTY, RECORDED JULY 20, 2012, UNDER RECEPTION NO. [212082682](#), AND AS AMENDED BY INSTRUMENTS RECORDED MARCH 8, 2017 UNDER RECEPTION NO. [217027052](#) AND RECORDED FEBRUARY 17, 2022 UNDER RECEPTION NO. [222024396](#).
3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR SOUTHERN COLORADO RAIL PARK LLC, A MICHIGAN 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.

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF SOUTHERN COLORADO RAIL PARK LLC, A MICHIGAN 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.

5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

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

6. WARRANTY DEED FROM EDW. C. LEVY CO., A MICHIGAN CORPORATION D/B/A SCHMIDT CONSTRUCTION COMPANY, A MICHIGAN CORPORATION, AND ALSO DOING BUSINESS AS CENTENNIAL MATERIALS, INC. TO SOUTHERN COLORADO RAIL PARK LLC, A MICHIGAN LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

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

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55110520-4

All of the following Requirements must be met:

NOTE: UPON PROOF OF PAYMENT OF 2022 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2023, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY AT SUCH TIME AS THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55110520-4

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. EXISTING LEASES AND/OR TENANCIES.
9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE **78** WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
(ALL)
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY DEED RECORDED APRIL 29, 1911 IN BOOK 375 AT PAGE **566**.
(SECTIONS 14 AND 23 - T16SR66W)
11. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF SUBJECT PROPERTY ADJACENT TO SECTION LINES BY REASON OF A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED JUNE 20, 1917, IN BOOK 571 AT PAGE **55** WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
(ALL)
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY DEED RECORDED MAY 01, 1918 IN BOOK 441 AT PAGE **513**.
(SECTION 26 - T16SR66W)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55110520-4

13. MINERALS AS RESERVED IN DEED RECORDED MAY 9, 1930 IN BOOK 845 AT PAGE [364](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(SECTIONS 23 AND 24 - T16SR66W)
14. RESERVATION BY THE STATE OF COLORADO OF ALL MINERALS, ORES, AND METALS OF ANY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GAS OR OTHER LIKE SUBSTANCES, AS EVIDENCED IN PATENT RECORDED APRIL 11, 1938 IN BOOK 290 AT PAGE [457](#).
(SECTION 26 - T16SR66W)
15. CONVEYANCE OF OIL AND GAS RIGHTS AS EVIDENCED IN DEED RECORDED JANUARY 21, 1948 IN BOOK 1136 AT PAGE [566](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(SECTION 14 - T16SR66W)
16. MINERALS AS RESERVED IN DEED RECORDED FEBRUARY 28, 1948 IN BOOK 1158 AT PAGE [34](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(SECTION 14 - T16SR66W)
17. RESERVATION BY THE STATE OF COLORADO OF ALL MINERALS, ORES, AND METALS OF ANY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GAS OR OTHER LIKE SUBSTANCES, AS EVIDENCED IN PATENT RECORDED AUGUST 4, 1948 IN BOOK 1181 AT PAGE [8](#).
(SECTION 24 - T16SR66W)
18. MINERALS AS RESERVED IN DEED RECORDED MAY 31, 1961 IN BOOK 1861 AT PAGE [150](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(SECTION 19 - T16SR65W)
19. WATER RIGHTS AS CONVEYED IN DEED RECORDED MAY 31, 1961 IN BOOK 1861 AT PAGE [150](#).
(SECTION 19 - T16SR65W)
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY AGREEMENT RECORDED DECEMBER 26, 1962 IN BOOK 1939 AT PAGE [534](#). ASSIGNMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 18, 1969 IN BOOK 2310 AT PAGE [627](#).
(SECTIONS 13, 23, 24, 25 AND 26 - T16SR66W)
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AS GRANTED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED AUGUST 26, 1963 IN BOOK 1971 AT PAGE [858](#).
(SECTION 19 - T16SR65W / SECTION 24 T16SR66W)
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DESIGNATION OF RIGHTS OF WAY RECORDED MARCH 15, 1971 IN BOOK 2395 AT PAGE [377](#) AND AS DESCRIBED ON SURVEY RECORDED DECEMBER 12, 1973 IN BOOK 2643 AT PAGE [940](#).
(SECTION 13 - T16SR66W)
23. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED NOVEMBER 19, 1971, IN BOOK 2450 AT PAGE [586](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55110520-4

(ALL)

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER BY THE DISTRICT COURT OF EL PASO COUNTY RECORDED JANUARY 17, 1972 IN BOOK 2461 AT PAGE [472](#).
(SECTIONS 13 AND 14 - T16SR66W)
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED APRIL 24, 1973 IN BOOK 2580 AT PAGE [52](#).
(SECTION 19 - T16SR65W)
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED OCTOBER 08, 1974 IN BOOK 2711 AT PAGE [64](#).
(SECTION 13 - T16SR66W)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED NOVEMBER 18, 1974 IN BOOK 2718 AT PAGE [553](#).
(SECTION 13 - T16SR66W)
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED NOVEMBER 18, 1974 IN BOOK 2718 AT PAGE [554](#).
(SECTION 19 - T16SR65W)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONTRACT AND GRANT OF WATER PIPELINE RIGHT-OF-WAY GRANTED TO THE UNITED STATES OF AMERICA RECORDED JANUARY 29, 1979 IN BOOK 3135 AT PAGE [334](#).
(SECTION 13 - T16SR66W)
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STIPULATION FOR ENTRY OF INTERLOCUTORY ORDER OF THE EL PASO COUNTY, COLORADO DISTRICT COURT RECORDED OCTOBER 24, 1986 IN BOOK 5259 AT PAGE [598](#) AND IN GRANT OF RIGHT OF WAY RECORDED MARCH 8, 1985 IN BOOK 3981 AT PAGE [948](#) AND AS RE-RECORDED SEPTEMBER 6, 1985 IN BOOK 5057 AT PAGE [987](#).
(SECTION 13 - T16SR66W)
31. WATER RIGHTS AS CONVEYED IN WARRANTY DEED RECORDED JANUARY 23, 1995 IN BOOK 6594 AT PAGE [304](#).
(SECTION 25 - T16SR66W)
32. WATER RIGHTS AS CONVEYED IN DEEDS RECORDED JUNE 10, 1999 UNDER RECEPTION NO. [99093681](#) AND UNDER RECEPTION NO. [99093683](#).
(SECTIONS 19 AND 30 - T16SR65W / SECTIONS 13, 14, 23, 24, 25 AND 26 - T16SR66W)
33. WATER RIGHTS AS CONVEYED IN DEEDS RECORDED JUNE 10, 1999 UNDER RECEPTION NO. [99093682](#) AND [99093684](#).
(SECTION 25 - T16SR66W)
34. THE EFFECT OF RESOLUTION NO. 00-394, RECORDED OCTOBER 03, 2000, UNDER RECEPTION NO. [200119428](#).
(SECTIONS 13, 14, 23, 24, 25 AND 26 - T16SR66W)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55110520-4

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERMANENT EASEMENT AGREEMENT RECORDED MARCH 03, 2006 UNDER RECEPTION NO. [206032227](#).
(SECTION 13 - T16SR66W)
36. THE EFFECT OF MEMORANDUM OF UNDERSTANDING FOR RAIL-SERVED ECONOMIC DEVELOPMENT INITIATIVE, RECORDED JULY 25, 2018, UNDER RECEPTION NO. [218085545](#).
(SECTION 13 - T16SR66W)
37. WATER RIGHTS AS CONVEYED IN QUITCLAIM DEED RECORDED DECEMBER 6, 2021 UNDER RECEPTION NO. [221222107](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(SECTIONS 23 AND 25 - T16SR66W)
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRACKAGE AND DEVELOPMENT AGREEMENT RECORDED JUNE 06, 2023 UNDER RECEPTION NO. [223047453](#).

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



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 EXTRACONTRACTUAL 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

- (a) "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.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "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.
- (d) "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.
- (e) "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.
- (f) "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.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "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.
- (i) "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.
- (j) "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:

- (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 is not 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 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.
- (c) 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.
- (d) 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.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) 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.

(g) 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

- (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 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
- (c) 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 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



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

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:

- (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, 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 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 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.

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 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 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.