



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
970-476-2251

MINERS BASE CAMP LLC
ALISON PERRY
1000 ENTERPRISE DR
ALLEN PARK, MI 48101

Reference

Your Reference Number: TBD Commitment - 50062124
Our Order Number: VA-15556
Our Customer Number: 78428.4
Invoice Requested by: ALISON PERRY
Invoice (Process) Date: June 28, 2021
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: VA-15556

Date: June 28, 2021

Order Number: 50062124

Property Address: 1207, 1221 AND 1251 MAIN STREET AND 30,46 AND 78 VISTA BARRANCO
MINTURN 81645

Invoice Charges

Service:	TBD Commitment	\$217.00
Ref:	50062124	
Addr:	1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO	
Party:	MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY	\$217.00
		\$0.00
Total Amount Invoiced:		\$217.00
Less Payment(s):		
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number VA-15556** on your Payment



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **VB50062124**

Date: **06/28/2021**

Property Address: **1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645**

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

For Closing Assistance

For Title Assistance

Land Title Eagle County Title Team
610 WEST LIONSHEAD CIRCLE #300
VAIL, CO 81657
(970) 477-4500 (Work)
eaglecountyrequests@ltgc.com

Seller/Owner

MINERS BASE CAMP LLC
Attention: ALISON PERRY
1000 ENTERPRISE DR
ALLEN PARK, MI 48101
(970) 306-2264 (Work)
perry@vailland.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: SARAH DORMAN (FOR PLAT
REVIEW/SIGNING OF TITLE CERT)
610 WEST LIONSHEAD CIRCLE #300
VAIL, CO 81657
(970) 476-2251 (Work)
(970) 476-4534 (Work Fax)
sdorman@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **VB50062124** Date: **06/28/2021**
Property Address: **1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645**
Parties:
MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$217.00
	Total \$217.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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 effect of these documents on your property.

Chain of Title Documents:

[Eagle county recorded 12/11/2018 under reception no. 21131](#)

[Eagle county recorded 07/05/2018 under reception no. 11547](#)

[Eagle county recorded 05/24/2018 under reception no. 8885](#)

[Eagle county recorded 09/01/2020 under reception no. 14731](#)

[Eagle county recorded 08/03/2020 under reception no. 12466](#)

Plat Map(s):

[Eagle county recorded 03/01/1978 under reception no. 163774](#)

[Eagle county recorded 12/14/1994 under reception no. 553188](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: VB50062124

Property Address:

1207, 1221 AND 1251 MAIN STREET AND 30, 46 AND 78 VISTA BARRANCO, MINTURN, CO 81645

1. Effective Date:

06/23/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment
Proposed Insured:

\$0.00

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

A FEE SIMPLE AS TO PARCELS 1, 2, 3, 3A, 4 AND 5; AN EASEMENT INTEREST, AS TO PARCEL 2A

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL 1:

LOT 29, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE PLAT RECORDED MARCH 1, 1978 UNDER RECEPTION NO. [163774](#), COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 2:

LOT 31, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE [397](#) AND AS MORE PARTICULARLY DESCRIBED AS:

A TRACT OF LAND SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHENCE THE EAST QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 10°58'40" EAST 514.00 FEET DISTANT;
THENCE NORTH 0°36'20" EAST 210.03 FEET;
THENCE NORTH 74°53' WEST 128.08 FEET;
THENCE SOUTH 0°02' EAST 255.01 FEET;
THENCE NORTH 84°32'30" EAST 121.84 FEET TO THE POINT OF BEGINNING.

PARCEL 2A

AN ACCESS EASEMENT DESCRIBED IN INSTRUMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE [263](#) AT RECEPTION NO. [149559](#).

PARCEL 3:

THAT CERTAIN PARCEL OF LAND LYING AND BEING SOUTHERLY OF AND ADJACENT TO U.S. HIGHWAY NO. 24, ALSO KNOWN AS COLORADO HIGHWAY, NO. 4, IN THE SE 1/4 OF THE NE 1/4 OF SECTION 35, IN TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: VB50062124

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 35 IN SAID TOWNSHIP AND RANGE, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 589.8 FEET DISTANT;
THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION 35, 358.4 FEET TO THE SOUTH RIGHT OF WAY BOUNDARY LINE OF SAID U.S. HIGHWAY NO. 24;
THENCE ALONG THE SOUTH RIGHT OF WAY BOUNDARY LINE OF SAID HIGHWAY, NORTH 68° 44' WEST 100.0 FEET;
THENCE SOUTH 403.0 FEET TO A POINT WHENCE THE EAST QUARTER CORNER OF SAID SECTION 35 BEARS SOUTH 9° 06' EAST 589.3 FEET;
THENCE NORTH 84° 51' EAST 93.6 FEET TO A POINT OF BEGINNING.

ALSO KNOWN AS:

LOT 32, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, ACCORDING TO THE ANNEXATION PLAT RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE [397](#).

PARCEL 3A:

A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 32, PER THE ANNEXATION PLAT, SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN, RECORDED MARCH 1, 1978, IN BOOK 267 AT PAGE [397](#) IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDED, FROM WHENCE A BRASS CAP MONUMENT FOUND IN PLACE MARKING THE EAST 1/4 CORNER OF SAID SECTION 35 BEARS S 10° 26' 52" E. 515.12 FEET;
THENCE S 79° 59' 51" W. 4.69 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND LABELED "SE COR. GATES TRACT";
THENCE N 00° 39' 06" E. 210.87 FEET TO A 2" ALUMINUM CAP FOUND ON A METAL PIPE;
THENCE S 75° 15' 26" E. 2.17 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, L.S. NO. 9337, SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID LOT 32 AND BEING THE SOUTHEASTERLY CORNER OF LOT 1 DURAN SUBDIVISION PER THE PLAT THEREOF RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#) IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER;
THENCE S 00° 02' 00" E. 209.49 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT 32 TO THE POINT OF BEGINNING.

THE ABOVE PARCELS ARE ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN A PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3" ALUMINUM CAP FOUND MOUNTED IN CONCRETE, MARKING ANGLE POINT 1 OF THE UNITED STATES FOREST SERVICE PARCEL RECORDED AUGUST 17, 1979 AS RECEPTION NO. [186352](#), FROM WHENCE A 1" RED PLASTIC CAP MONUMENT ON A NO. 4 REBAR FOUND IN PLACE MARKING THE NORTHEASTERLY CORNER OF LOT 32, PER THE ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 1, 1978 UNDER RECEPTION NO. [163774](#) BEARS N 00° 01' 12" W 356.93 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION;
THENCE S 83° 34' 38" W 98.49 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED IN CONCRETE AND

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: VB50062124

LABELED SOUTHEAST CORNER GATES TRACT;
THENCE N 00°39'06" E 210.87 FEET TO A 2" ALUMINUM CAP FOUND MOUNTED ON A STEEL PIPE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF LOT 1, DURAN SUBDIVISION, PER THE PLAT THEREOF RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. [553188](#);
THENCE ALONG SAID SOUTHERLY BOUNDARY S 75°14'49" E 2.08 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR MARKING THE SOUTHEASTERLY CORNER OF SAID LOT 1, DURAN SUBDIVISION;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID DURAN SUBDIVISION N 00°01'07" W 193.91 FEET TO A 1 1/2" ALUMINUM CAP FOUND ON A NO. 5 REBAR, MARKING THE NORTHEASTERLY CORNER OF SAID DURAN SUBDIVISION, SAID POINT ALSO BEING ON THE RIGHT OF WAY OF U.S. HIGHWAY NO. 24;
THENCE DEPARTING SAID EASTERLY BOUNDARY OF THE DURAN SUBDIVISION S 68°46'10" E 100.20 FEET ALONG SAID SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 24 TO A 1" RED PLASTIC CAP FOUND ON A NO. 4 REBAR, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 32;
THENCE DEPARTING SAID RIGHT OF WAY OF U.S. HIGHWAY NO. 24 N 00°01'12" E 356.93 FEET ALONG THE EASTERLY BOUNDARY OF SAID LOT 32 TO THE POINT OF BEGINNING.

PARCEL 4:
LOT 3, DURAN SUBDIVISION ACCORDING TO THE PLAT RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#), COUNTY OF EAGLE, STATE OF COLORADO.

PARCEL 5:
LOTS 1 AND 2, DURAN SUBDIVISION ACCORDING TO THE PLAT RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#), COUNTY OF EAGLE, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: VB50062124

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. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2018 FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$1,500,000.00 RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. [201821567](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. [201821568](#).

(AFFECTS PARCEL 2)

2. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2018 FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EAGLE COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$1,500,000.00 RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. [201821565](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 19, 2018, UNDER RECEPTION NO. [201821566](#).

(AFFECTS PARCEL 3 AND PARCEL 3A)

NOTE: THE STATEMENT OF AUTHORITY FOR MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 24, 2018 AS RECEPTION NO. [201808884](#) DISCLOSES DANALD HARTLEY BARNES, JR. AS THE MANAGING MEMBER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

3. WARRANTY DEED FROM MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE COMPANY RESERVES THE RIGHT TO MODIFY THE OWNER'S COVERAGE UPON RECEIPT OF THE BUYER'S INFORMATION.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: VB50062124

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. 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 MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).**
- 9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).**
- 10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ANNEXATION PLAT SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 1, 1978 IN BOOK 267 AT PAGE [397](#).**
- 11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FINAL PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 IN BOOK 657 AT PAGE [156](#).**
- 12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO RELOCATE ACCESS EASEMENTS RECORDED SEPTEMBER 28, 2011 AT RECEPTION NO. [201117993](#).**
- 13. ANY LOSS OR DAMAGE INSURED SHOULD SUSTAIN WITH REGARD TO OR DUE TO TRANSFER TAX ASSESSED BY THE TOWN OF MINTURN AGAINST SUBJECT PROPERTY.**

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

Order Number: VB50062124

14. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE PREPARED BY SLAGLE SURVEY SERVICES, CERTIFIED NOVEMBER 02, 2018, JOB NO. 18029.

SAID DOCUMENT STORED AS OUR ESI [36454659](#)

(ITEMS 8 THROUGH 14 AFFECT PARCEL 1)

15. 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 MAY 02, 1904 IN BOOK 48 AT PAGE [502](#).

16. RIGHT OF WAY AS GRANTED TO UPPER EAGLE VALLEY SANITATION DISTRICT IN INSTRUMENT RECORDED FEBRUARY 27, 1970 IN BOOK 217 AT PAGE [151](#).

17. RIGHT OF WAY OVER THE WEST 15 FEET OF SUBJECT PROPERTY TO BE KEPT OPEN AS A THOROUGHFARE, AS RESERVED IN INSTRUMENTS FEBRUARY 13, 1941 IN BOOK 126 AT PAGE [311](#) AND FEBRUARY 24, 1941 IN BOOK 126 AT PAGE [316](#).

18. TERMS, CONDITIONS AND PROVISIONS OF ACCESS AND UTILITY EASEMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE [263](#).

(ITEMS 15 THROUGH 18 AFFECT PARCELS 2 AND 2A)

19. 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 MAY 02, 1904 IN BOOK 48 AT PAGE [502](#).

20. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED FEBRUARY 23, 2012 PREPARED BY GORE RANGE SURVEYING, INC., JOB #05-301

SAID DOCUMENT STORED AS OUR IMAGE [8785842](#):

A) FENCE LINES ARE NOT COINCIDENT WITH PROPERTY LINES

B) COVERED ENTRY/SHED EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE

C) EDGE OF DRIVEWAY EXTENDS BEYOND THE SOUTHERLY BOUNDARY LINE

(ITEMS 19 AND 20 AFFECT PARCELS 3 AND 3A)

21. 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 MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).

22. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 02, 1904, IN BOOK 48 AT PAGE [502](#).

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

Order Number: VB50062124

23. ACCESS AND UTILITY EASEMENT, 15 FEET IN WIDTH, ADJACENT AND PARALLEL TO THE WEST LINE OF SUBJECT PROPERTY AS DESCRIBED IN INSTRUMENT RECORDED MARCH 11, 1977 IN BOOK 253 AT PAGE [263](#).
24. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANNEXATION PLAT-SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN RECORDED MARCH 01, 1978 UNDER RECEPTION NO. [163774](#).
25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF DURAN SUBDIVISION RECORDED DECEMBER 14, 1994 UNDER RECEPTION NO. [553188](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 17, 2003 UNDER RECEPTION NO. [858023](#).
(ITEMS 21 THROUGH 26 AFFECT PARCELS 4 AND 5)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. [201121535](#)
28. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE PREPARED BY SLAGLE SURVEY SERVICES, CERTIFIED JULY 26, 2020, JOB NO. 18029.

SAID DOCUMENT STORED AS OUR IMAGE [25681163](#).
(ITEMS 27 AND 28 AFFECT PARCEL 4)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED SEPTEMBER 28, 2011 UNDER RECEPTION NO. [201117993](#).

NOTE: NOTICE IN CONNECTION WITH SAID AGREEMENT RECORDED SEPTEMBER 28, 2011 UNDER RECEPTION NO. [201117994](#)
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CLAIM OF EASEMENT RECORDED NOVEMBER 18, 2011 UNDER RECEPTION NO. [201121533](#) AND UNDER RECEPTION NO. [201121534](#).
(ITEMS 29 AND 30 AFFECT PARCEL 5)



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 10-1-11(4)(a)(1), 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.



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 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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation 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 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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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