



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: **ABC50050645-9**

Date: **08/03/2023**

Property Address: **MINTURN, MINTURN, CO 81645**

For Closing Assistance

Christine Thurston
0090 BENCHMARK RD #205
AVON, CO 81620
PO BOX 3480
(970) 748-4785 (Work)
(866) 360-5603 (Work Fax)
cthurston@ltgc.com
Contact License: CO492524
Company License: CO44565

Closers Assistant

Allison Benoit
0090 BENCHMARK RD #205
AVON, CO 81620
PO BOX 3480
(970) 748-4798 (Work)
(877) 261-1631 (Work Fax)
abenoit@ltgc.com
Company License: CO44565

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

Buyer/Borrower

MINTURN CROSSING, LLC, A COLORADO
LIMITED LIABILITY COMPANY
Attention: RICK HERMES
PO BOX 5127
225 MAIN STREET UNIT C101
EDWARDS, CO 81632
(970) 688-1062 (Cell)
rickh@resortconceptsco.com

Agent for Seller

SLIFER SMITH & FRAMPTON REAL ESTATE
Attention: HILLARY AND STEVE MCSPADDEN
230 BRIDGE ST
VAIL, CO 81657
(970) 390-7632 (Cell)
(970) 476-2421 (Work)
(970) 390-7632 (Home)
(970) 476-2658 (Work Fax)
hmcspadden@slifer.net
Delivered via: Electronic Mail

Seller/Owner

UNION PACIFIC RAILROAD COMPANY
Attention: GREGG LARSEN
1400 DOUGLAS STREET STOP 1690
OMAHA, NE 68179
(402) 544-8552 (Work)
(402) 501-0340 (Work Fax)
GALARSEN@up.com
Delivered via: Electronic Mail

Agent for Seller

SLIFER SMITH & FRAMPTON-AVON
Attention: JANNA CARVILL
30 BENCHMARK RD #107
AVON, CO 81620
(970) 845-2012 (Work)
(866) 743-1589 (Work Fax)
jcarvill@slifer.net
Delivered via: Electronic Mail

Seller/Owner

UNION PACIFIC RAILROAD COMPANY
Attention: Colby Rinker
1400 DOUGLAS STREET
MAIL STOP 1580
Omaha, NE 68179
(402) 544-4035 (Work)
colby.rinker@up.com
Delivered via: Electronic Mail

Attorney for Buyer

ALPENGLOW LAW LLC
Attention: DAN REYNOLDS
82 E BEAVER CREEK BLVD #201
AVON, CO 81632
(970) 331-5321 (Work)
(888) 295-8966 (Work Fax)
dan@alpenglowlaw.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: ABC50050645-9

Date: 08/03/2023

Property Address: MINTURN, MINTURN, CO 81645

Seller(s): UNION PACIFIC RAILROAD COMPANY, DELAWARE CORPORATION FORMERLY KNOWN AS SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, AS SUCCESSOR-IN-INTEREST TO MINTURN DEVELOPMENT COMPANY, LLC, THROUGH VOLUNTARY DISSOLUTION AND SUBSEQUENT TERMINATION OF MINTURN DEVELOPMENT COMPANY, LLC, PURSUANT TO THE COLORADO LIMITED LIABILITY COMPANY ACT AND SOUTHERN PACIFIC ASSET MANAGEMENT COMPANY, A DELAWARE CORPORATION, AS SUCCESSOR-IN-INTEREST TO MINTURN DEVELOPMENT COMPANY, LLC, THROUGH VOLUNTARY DISSOLUTION AND SUBSEQUENT TERMINATION OF MINTURN DEVELOPMENT COMPANY, LLC PURSUANT TO THE COLORADO LIMITED LIABILITY COMPANY ACT, COLLECTIVELY

Buyer(s): MINTURN CROSSING, LLC, A COLORADO 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 06-17-06	TBD
TBD - TBD Income	\$-966.00
TOTAL	TBD

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:

[Eagle county recorded 12/02/2014 under reception no. 201420764](#)

[Eagle county recorded 12/13/2004 under reception no. 900470](#)

[Eagle county recorded 07/03/2004 under reception no. 885251](#)

[Eagle county recorded 02/02/1996 under reception no. 583270 at book 687 page 268](#)

[Eagle county recorded 02/02/1996 under reception no. 583269 at book 687 page 267](#)

[Eagle county recorded 12/26/1946 under reception no. 74778 at book 122 page 395](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC50050645-9

Property Address:

MINTURN, MINTURN, CO 81645

1. Effective Date:

07/31/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06

TBD

Proposed Insured:

MINTURN CROSSING, LLC, A COLORADO LIMITED LIABILITY COMPANY

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:

UNION PACIFIC RAILROAD COMPANY, DELAWARE CORPORATION FORMERLY KNOWN AS SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, AS SUCCESSOR-IN-INTEREST TO MINTURN DEVELOPMENT COMPANY, LLC, THROUGH VOLUNTARY DISSOLUTION AND SUBSEQUENT TERMINATION OF MINTURN DEVELOPMENT COMPANY, LLC, PURSANT TO THE COLORADO LIMITED LIABILITY COMPANY ACT AND SOUTHERN PACIFIC ASSET MANAGEMENT COMPANY, A DELAWARE CORPORATION, AS SUCCESSOR-IN-INTEREST TO MINTURN DEVELOPMENT COMPANY, LLC, THROUGH VOLUNTARY DISSOLUTION AND SUBSEQUENT TERMINATION OF MINTURN DEVELOPMENT COMPANY, LLC PURSUANT TO THE COLORADO LIMITED LIABILITY COMPANY ACT, COLLECTIVELY

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

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING A PORTION OF THOSE LANDS DEFINED IN DEED RECORDED IN BOOK 687 AT PAGE [268](#) AND NON-RECORDED LAND SURVEY PLAT PERFORMED BY EAGLE VALLEY SURVEY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF A PARCEL RECORDED AT RECEPTION NUMBER [225471](#), FROM WHICH THE WEST 1/16 CORNER OF SECTION 23 AND SAID SECTION 26, WITH ALL BEARINGS CONTAINED HEREIN BEING BASED UPON, BEARS N09°23'22"E 505.29 FEET; THENCE UPON SAID WESTERLY LINE S00°54'59"E 83.57 FEET; THENCE CONTINUING ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID PARCEL N89°05'00"E 20.00 FEET; THENCE S00°55'00"E 11.78 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TAYLOR AVENUE PER THE DOCUMENT RECORDED AT RECEPTION NUMBER [144697](#);

THENCE THE FOLLOWING SIXTEEN (20) COURSES UPON SAID RIGHT-OF-WAY LINE:

- 1) S61°43'41"W 0.56 FEET;
- 2) THENCE 146.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 123.25 FEET, A DELTA ANGLE OF 68°16'25", AND A CHORD THAT BEARS S27°35'35"W 138.33 FEET;
- 3) THENCE S06°32'44"E 191.80 FEET;
- 4) THENCE 97.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 294.17 FEET, A DELTA ANGLE OF 19°02'23", AND A CHORD THAT BEARS S02°58'28"W 97.31 FEET;
- 5) THENCE 136.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 315.79 FEET, A DELTA ANGLE OF 24°47'17", AND A CHORD THAT BEARS S00°06'00"W 135.56 FEET;
- 6) THENCE S12°17'38"E 36.23 FEET;
- 7) THENCE 36.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 237.18 FEET, A DELTA ANGLE OF 8°53'37", AND A CHORD THAT BEARS S07°50'50"E 36.78 FEET;
- 8) THENCE S03°24'01"E 331.37 FEET;

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC50050645-9

9) THENCE 56.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 354.36 FEET, A DELTA ANGLE OF 9°10'03", AND A CHORD THAT BEARS S01°04'30"W 56.64 FEET;
10) THENCE S05°39'15"W 31.82 FEET;
11) THENCE 61.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 613.32 FEET, A DELTA ANGLE OF 5°47'21", AND A CHORD THAT BEARS S02°45'35"W 61.94 FEET;
12) THENCE S00°08'06"E 130.70 FEET;
13) THENCE 51.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 600.87 FEET, A DELTA ANGLE OF 4°55'44", AND A CHORD THAT BEARS S02°35'58"E 51.67 FEET;
14) THENCE S05°03'50"E 70.50 FEET;
15) THENCE 38.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 483.44 FEET, A DELTA ANGLE OF 4°33'00", AND A CHORD THAT BEARS S02°47'20"E 38.38 FEET;
16) THENCE S00°30'50"E 233.54 FEET;
17) THENCE 39.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1128.82 FEET, A DELTA ANGLE OF 1°59'41", AND A CHORD THAT BEARS S00°29'01"W 39.30 FEET;
18) THENCE S01°28'51"W 104.95 FEET;
19) THENCE 152.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 247.77 FEET, A DELTA ANGLE OF 35°13'20", AND A CHORD THAT BEARS S19°05'31"W 149.93 FEET;
20) THENCE S36°42'11"W 48.35 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE 211.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2208.58 FEET, A DELTA ANGLE OF 5°29'23", AND A CHORD THAT BEARS N05°16'34"W 211.53 FEET;
THENCE N08°01'15"W 215.43 FEET;
THENCE 252.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2013.41 FEET, A DELTA ANGLE OF 7°10'35", AND A CHORD THAT BEARS N11°36'33"W 252.02 FEET;
THENCE N15°11'50"W 538.46 FEET;
THENCE N14°53'24"W 239.28 FEET;
THENCE 127.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 800.55 FEET, A DELTA ANGLE OF 9°05'42", AND A CHORD THAT BEARS N11°48'34"W 126.94 FEET;
THENCE N07°15'43"W 164.66 FEET;
THENCE 143.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 763.58 FEET, A DELTA ANGLE OF 10°45'21", AND A CHORD THAT BEARS N12°38'24"W 143.13 FEET;
THENCE N18°01'03"W 324.55 FEET;
THENCE 60.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2813.69 FEET, A DELTA ANGLE OF 1°13'50", AND A CHORD THAT BEARS N18°37'58"W 60.43 FEET TO THE NORTH PHASE LINE OF PHASE I;
THENCE UPON SAID NORTH PHASE LINE THE FOLLOWING THREE (3) COURSES:
1) S89°29'35"E 285.21 FEET;
2) S44°37'42"E 237.92 FEET;
3) N90°00'00"E 117.73 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

MATTHEW S. SLAGLE, PLS 34998
FOR AND ON BEHALF OF SLAGLE SURVEY SERVICES

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC50050645-9

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC50050645-9

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. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY LEGAL DESCRIBED OF SAID PARCEL OF LAND. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID SURVEY WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

2. QUIT CLAIM DEED FROM UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION TO MINTURN CROSSING, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT AND FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR MINTURN CROSSING, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES RICK HERMES AS THE MANAGER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY. THE BORROWING OF MONEY REQUIRES A THREE-FOURTHS INTEREST APPROVAL OF THE MEMBERS.

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

Order Number: ABC50050645-9

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, IF ANY.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED JULY 29, 1912 IN BOOK 78 AT PAGE [401](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 128 SERIES OF 1974 RECORDED DECEMBER 20, 1974 IN BOOK 238 AT PAGE [4](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 147 SERIES 1976 RECORDED AUGUST 20, 1976 IN BOOK 248 AT PAGE [178](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEDICATION RECORDED SEPTEMBER 02, 1976 IN BOOK 248 AT PAGE [452](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MAY 10, 1979 IN BOOK 285 AT PAGE [292](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN QUIT CLAIM DEED RECORDED JANUARY 07, 1980 IN BOOK 297 AT PAGE [22](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 5 SERIES 1981 RECORDED SEPTEMBER 29, 1981 IN BOOK 329 AT PAGE [618](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 128 SERIES 1974 RECORDED DECEMBER 14, 1981 IN BOOK 333 AT PAGE [349](#).
17. THE EFFECT OF DISCLAIMER OF RIGHT, TITLE AND INTEREST TO CERTAIN LAND LYING WITHIN EAGLE COUNTY, RECORDED NOVEMBER 05, 1984, IN BOOK 398 AT PAGE [946](#).

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

Order Number: ABC50050645-9

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED MAY 31, 1991 IN BOOK 555 AT PAGE [87](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BARGAIN AND SALE DEED RECORDED FEBRUARY 02, 1996 IN BOOK 687 AT PAGE [268](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED DECEMBER 22, 2000 UNDER RECEPTION NO. [746799](#).
21. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE RIVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 24, 2002, UNDER RECEPTION NO. [799500](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED NOVEMBER 16, 2004 UNDER RECEPTION NO. [897924](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY AGREEMENT RECORDED NOVEMBER 10, 2008 UNDER RECEPTION NO. [200824177](#).
24. EAGLE RIVER FIRE PROTECTION DISTRICT MAP RECORDED DECEMBER 7, 2009 UNDER RECEPTION NO. [200926003](#).
25. MAP SHOWING THE LOCATION OF THE PROPOSED DITCHES AND PIPE LINES OF THE LEADVILLE\RED CLIFF WATER, LIGHT AND POWER COMPANY RECORDED FEBRUARY 27, 2017 UNDER RECEPTION NO. [201703240](#).
26. STATEMENT OF SPRAQUE DITCH RECORDED FEBRUARY 28, 2017 UNDER RECEPTION NO. [201703454](#).
27. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER EAGLE VALLEY SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 28, 2017, UNDER RECEPTION NO. [201705247](#) AND [201705251](#).
28. (THIS ITEM WAS INTENTIONALLY DELETED)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED JANUARY 10, 2019 UNDER RECEPTION NO. [201900427](#) AND RE-RECORDED JANUARY 31, 2019 UNDER RECEPTION NO. [201901422](#).
30. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATION OF MINERALS AND MINERAL RIGHTS, RESERVATION OF TELEVISION OR COMMUNICATIONS LINES AND APPURTENANT FACILITIES, AND RESERVATION OF EASEMENTS AS SET FORTH IN QUIT CLAIM DEED BY AND BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION AND MINTURN CROSSING, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED _____, 2023 UNDER RECEPTION NO. _____.



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.



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 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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