



TITLE COMPANY
of the rockies

78491 U.S. Highway 40
Box 415
Winter Park, CO 80482
Phone: (970) 726-8077 Fax: (877) 239-2981
www.titlecorockies.com

Commitment Ordered By:

John Sanderson
Sanderson Commercial Real Estate
PO Box 387
Fraser, CO 80442
Phone: 303-328-5576 Fax:
email: john@sandersonre.com; carrie@5280fm.com;
anne@sandersonre.com

Inquiries should be directed to:

Authorized Officer or Agent
Title Company of the Rockies
78491 U.S. Highway 40
Box 415
Winter Park, CO 80482
Phone: (970) 726-8077 Fax: (877) 239-2981

Commitment Number:

0304419-C

Buyer's Name(s):

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Seller's Name(s):

Robert B. Jones and Gloria I. Jones, as Trustees of the Robert B. Jones and Gloria I. Jones Living Trust dated June 30, 2009, James E. Stricklin and Cynthia A. Stricklin, Trustees, or their successors in trust under the James and Cynthia Stricklin Living Trust dated May 7, 1996 and Laura L. Swift as Trustee of the Laura L. Swift Trust Dated June 1, 2012

Property:

25780 GCR 50/25780 Church Park Road, Tabernash, CO 80
METES & BOUNDS 75 ALL 118.338 AC, SE4SW4 LESS SE4SE4SW4, Grand County, CO

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Grand County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	\$0.00
Loan Policy Premium:	\$0.00
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	
Total Endorsement Charge(s):	
TBD Charge(s):	\$250.00
TOTAL CHARGES:	\$250.00



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:



Title Company of the Rockies, LLC
322 Harrison Avenue
Leadville, CO 80461
Phone: (719) 486-2688

WESTCOR LAND TITLE INSURANCE COMPANY



By:

President

Attest:

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

(Reverse side of Cover)

Westcor Land Title Insurance Company

Joint Notice of Privacy Policy
of
Westcor Land Title Insurance Company
and
Title Company of the Rockies, LLC

Westcor Land Title Insurance Company ("WLTIC") and **Title Company of the Rockies, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Title Company of the Rockies, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Title Company of the Rockies, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Title Company of the Rockies, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Title Company of the Rockies, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Title Company of the Rockies, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Title Company of the Rockies, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Title Company of the Rockies, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Title Company of the Rockies, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 0304419-C

1. Effective Date: October 03, 2022, 7:00 am Issue Date: October 12, 2022

2. Policy (or Policies) to be issued:

ALTA Owner's Policy (6-17-06) Policy Amount: Amount to be Determined
Premium: Amount to be Determined

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

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

Robert B. Jones and Gloria I. Jones, as Trustees of the Robert B. Jones and Gloria I. Jones Living Trust dated June 30, 2009, James E. Stricklin and Cynthia A. Stricklin, Trustees, or their successors in trust under the James and Cynthia Stricklin Living Trust dated May 7, 1996, and Laura L. Swift as Trustee of the Laura L. Swift Trust Dated June 1, 2012, and Donald V. Jones

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

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

For Informational Purposes Only - APN: R028635

Countersigned
Title Company of the Rockies, LLC

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

By: 

Mike Mulligan

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Grand, State of Colorado, and described as follows:

The SE1/4 SW1/4 of Section 18,

EXCEPT the SE1/4 SE1/4 SW1/4 of Section 18;

TOGETHER with the W1/2 SW1/4 SE1/4 of Section 18 lying Westerly of the U.S. Highway 40 Right-of-Way, EXCEPTING therefrom that 5 acre tract described in Book 46 at Page 234 and all of that part lying in Grand County Road 5 (also known as 4 Bar 4 Road)

TOGETHER with the N1/2 NW1/4 of Section 19,

EXCEPTING therefrom that 60' X 100' tract conveyed in Book 170 at Page 583 (Shown on the Map of Grandmother Miller's Tracts, Reception No. 140363) and Grand County Roads 731 and 50

ALL in Township 1 South, Range 75 West of the 6th Principal Meridian.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Statement of Authority for Robert B. Jones and Gloria I. Jones Living Trust dated June 30, 2009, a ___ trust, evidencing the existence of said trust and the authority of one or more trustees to act on behalf of said trust and otherwise complying with C.R.S. 38-30-108.5, et. seq.

NOTE: Review Trust Agreement for authority of party(ies) to act on behalf of said trust and complete the transaction contemplated herein.

6. Statement of Authority for James and Cynthia Stricklin Living Trust dated May 7, 1996, a ___ trust, evidencing the existence of said trust and the authority of one or more trustees to act on behalf of said trust and otherwise complying with C.R.S. 38-30-108.5, et. seq.

NOTE: Review Trust Agreement for authority of party(ies) to act on behalf of said trust and complete the transaction contemplated herein.

7. Statement of Authority for Laura L. Swift Trust Dated June 1, 2012, a ___ trust, evidencing the existence of said trust and the authority of one or more trustees to act on behalf of said trust and otherwise complying with C.R.S. 38-30-108.5, et. seq.

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NOTE: Review Trust Agreement for authority of party(ies) to act on behalf of said trust and complete the transaction contemplated herein.

8. Deed from Donald V. Jones to Robert B. Jones and Gloria I. Jones, as Trustees of the Robert B. Jones and Gloria I. Jones Living Trust dated June 30, 2009, James E. Stricklin and Cynthia A. Stricklin, Trustees, or their successors in trust under the James and Cynthia Stricklin Living Trust dated May 7, 1996, and Laura L. Swift as Trustee of the Laura L. Swift Trust Dated June 1, 2012.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288 - C.R.S. 39-14-102.

9. Deed from Robert B. Jones and Gloria I. Jones, as Trustees of the Robert B. Jones and Gloria I. Jones Living Trust dated June 30, 2009, James E. Stricklin and Cynthia A. Stricklin, Trustees, or their successors in trust under the James and Cynthia Stricklin Living Trust dated May 7, 1996, and Laura L. Swift as Trustee of the Laura L. Swift Trust Dated June 1, 2012 to Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GRAND COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, 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.
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. 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, as reserved in United States Patent recorded May 9, 1893 in [Book 13 at Page 325](#) and September 23, 1905 in [Book 34 at Page 68](#).
8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded May 9, 1893 in [Book 13 at Page 325](#) and September 23, 1905 in [Book 34 at Page 68](#).
9. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith.

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10. Any rights, interests or easements in favor of the State of Colorado, the United States of America, or the general public, which exist or are claimed to exist in, over, under and/or across the waters and present and past bed and banks of the Saint Louis Creek.
11. Easement and right of way for gas or oil lines purposes, as granted to Western Slope Gas Company, by instrument recorded September 17, 1969 in [Book 167 at Page 136](#) and in [Book 167 at Page 170](#), and July 13, 1971 in [Book 178 at Page 691](#) and in [Book 178 at Page 695](#), said easement being more particularly described therein.
12. Easement and right of way for electric transmission and distribution line purposes, as granted to Mountain Parks Electric Inc., by instrument recorded January 31, 1986 in [Book 388 at Page 772](#), said easement being more particularly described therein.
13. Terms, agreements, provisions, conditions and obligations as contained in Assignment of Agreements recorded December 23, 2009 at [Reception No. 2009011805](#).
14. All oil, gas and other mineral rights, as conveyed to Laura L. Swift Trust by Deed recorded June 21, 2012 at [Reception No. 2012004536](#), and any and all assignments thereof or interests therein.
15. Easement and right of way for gas line purposes, as granted to Public Service Company of Colorado, by instrument recorded July 21, 2020 at [Reception No. 2020005790](#) and [Reception No. 2020005791](#), said easement being more particularly described therein.
16. Easement and right of way for electric transmission and distribution line purposes, as granted to Mountain Parks Electric, Inc., by instrument recorded December 21, 2020 at [Reception No. 2020012494](#), said easement being more particularly described therein.
17. Terms, agreements, provisions, conditions and obligations as contained in Quit Claim Deeds recorded April 16, 2021 at [Reception No. 2021004363](#) and March 7, 2022 at [Reception No. 2022002013](#).
18. Right of way For U.S. Highway 40, Grand County Roads 50 and 731 and the Denver, Northwestern and Pacific Railroad.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §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 inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional

services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party.”

Title Company of the Rockies

Disclosures

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 will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.