



P.O. Box 1980, 50 Chambers Ave. Suite I
Eagle, CO 81631
Phone: (970) 328-5211
Fax: (866) 828-9541

DATE: September 30, 2016
FILE NUMBER: 454-H0484117-610-ETO, Amendment No. 2
PROPERTY ADDRESS: Land, Gypsum, CO 81637
BUYER/BORROWER: To be determined
OWNER(S): Coyote River Ranch, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 193531400003 R022780 193531100003 R055562 173532300005 R024410 211305200005 R024415

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Heritage Title Company, Inc.
P.O. Box 1980
50 Chambers Ave. Suite I
Eagle, CO 81631

ATTN: Eagle Title Only
PHONE: (970) 328-5211
FAX: (866) 828-9541
E-MAIL: co-htc-eagletitle@heritagetco.com

TO: Elam Sand & Gravel
556 Struthers Ave.
Grand Junction, CO 81501

ATTN: Jon Mueller
PHONE: (970) 242-5370
FAX: (000) 000-0000
E-MAIL: jon.mueller@elamconstruction.com

TO: Town of Gypsum
P.O. Box 130
Gypsum, CO 81637

ATTN: Lana Gallegos
PHONE: (970) 524-7514
FAX: (970) 524-7522
E-MAIL: lana@townofgypsum.com

TO: Eagle Title Plant - Title Only
P.O. Box 1980
50 Chambers Ave. Suite I
Eagle, CO 81631

ATTN: Eagle Title Only
PHONE: (970) 328-5211
FAX: (866) 828-9541
E-MAIL: co-htc-eagletitle@heritagetco.com

END OF TRANSMITTAL

**Commonwealth Land Title Insurance Company
COMMITMENT**

SCHEDULE A

Commitment No: 454-H0484117-610-ETO, Amendment No. 2

1. Effective Date: September 21, 2016 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured

Policy Amount

(a) ALTA Owners Policy 6-17-06

\$0.00

To be determined

(b) None

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

A Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Coyote River Ranch, LLC, a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Land, Gypsum, CO 81637

PREMIUMS:

Attached Legal Description

Parcel A: (For informational purposes: Parcel No. 1935-232-00-005 and 2113-052-00-005)

THAT PORTION OF TRACT 49 IN SECTION 31 AND SECTION 32 IN TOWNSHIP 4 SOUTH, AND IN SECTION 5 IN TOWNSHIP 5 SOUTH, RANGE 86 WEST OF THE 6TH PRINCIPAL MERIDIAN ACCORDING TO THE INDEPENDENT RESURVEY APPROVED BY THE U.S. SURVEY OR GENERALS OFFICE JUNE 20, 1922 AND ACCEPTED NOVEMBER 20, 1923, AND ORIGINALLY DESCRIBED AS LOT 10 OF SECTION 31, LOT 2 OF SECTION 32 AND ALL THAT PART OF LOT 5 OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 86 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND U.S.G.L.O. BRASS CAP IN PLACE FOR THE SECTION CORNER COMMON TO SECTIONS 31 AND 32 OF SAID TOWNSHIP 4 SOUTH, RANGE 86 WEST AND SECTIONS 5 AND 6 OF SAID TOWNSHIP 5 SOUTH, RANGE 86 WEST; THENCE ALONG THE SOUTH LINE OF SECTION 32 N 89°57'55" E, 923.01 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR A CLOSING CORNER AT THE INTERSECTION OF THE WEST BOUNDARY OF SAID TRACT 49 AND SAID SOUTH LINE OF SAID SELECTION 32; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32 EAST, 2350.50 FEET (THE BASIS OF BEARINGS) TO A FOUND G.L.O. BRASS CAP IN PLACE FOR A CLOSING CORNER AT THE INTERSECTION OF THE EAST BOUNDARY OF SAID TRACT 49 AND THE SOUTH LINE OF SAID SECTION 32, THE TRUE POINT OF BEGINNING; THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT 49 N 27°41'52" W, 663.22 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR CORNER NO. 9 OF SAID TRACT 49; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY N 73°45'00" W, 754.29 FEET TO A REBAR AND PLASTIC CAP LS#22580 IN PLACE FOR CORNER NO. 10 OF SAID TRACT 49; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY NORTH, 813.20 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR CORNER NO. 1 TRACT 49 AND CORNER NO. 4 TRACT 51; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT 49 N 89°57'12" W, 1316.93 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR CORNER NO. 6 TRACT 48, CORNER NO. 3 TRACT 51 AND THE NORTH LINE OF SAID TRACT 49; THENCE CONTINUING ALONG SAID NORTH BOUNDARY S 89°45'31" W, 1243.67 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR A MEANDER CORNER AND CORNER NO. 2 OF SAID TRACT 49; THENCE S 80°15'39" W, 179.42 FEET TO THE THREAD OF THE COLORADO RIVER AS DETERMINED JUNE 11, 1992 BY FIELD SURVEY ; THENCE ALONG THE THREAD OF SAID COLORADO RIVER THE FOLLOWING 28 COURSES;

- 1) S09°44'21" E, 24.33 FEET;
- 2) S21°00'23" E, 146.58 FEET;
- 3) S32°53'51" E, 197.27 FEET;
- 4) S47°12'40" E, 109.26 FEET;
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- 13) S 71° 02'47" E, 71.99 FEET;
- 14) S 76°50'42" E, 260.62 FEET;
- 15) S 83°18'06" E, 197.40 FEET;
- 16) S 87°28'15" E, 286.24 FEET;
- 17) N 84°06'17" E, 179.80 FEET;
- 18) N 86°50'16" E, 131.95 FEET;
- 19) S 79°10'07" E, 55.95 FEET;
- 20) N86°07'48" E, 185.90 FEET;
- 21) S 53°05'53" E, 163.35 FEET;
- 22) S 36°57'42" E, 141.41 FEET;
- 23) S 14°21'19" W, 88.63 FEET;
- 24) S 22°13'16" W, 191.65 FEET;
- 25) S 14°58'04" W, 125.22 FEET;
- 26) S 12°55'57" W, 68.51 FEET;
- 27) S 23°01'51" W, 243.60 FEET;
- 28) S 66°58'09" E, 81.41 FEET TO A POINT AT THE CENTERLINE OF THE SOUTHEASTERLY END OF AN OLD ABANDONED IRON BRIDGE; THENCE ALONG A LINE DIRECTLY TOWARDS A POINT 35 FEET NORTH OF THE ORIGINAL ¼ CORNER COMMON TO SECTION 32 OF SAID TOWNSHIP 4 SOUTH, RANGE 86 WEST AND SECTION 5 OF SAID TOWNSHIP 5 SOUTH RANGE 86 WEST (SAID ORIGINAL ¼ CORNER ALSO BEING THE ANGLE POINT ON THE NORTH LINE OF TRACT 40, ACCORDING TO THE SUPPLEMENTAL PLATS AND FIELD NOTES OF SAID INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH AND TOWNSHIP 5 SOUTH, THE POSITION OF WHICH BEING MATHEMATICALLY DETERMINED) S 66 042146" E, 1499.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 49; THENCE ALONG SAID EASTERLY LINE N 06°57'00" E, 494.13 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR CORNER NO. 8 OF SAID TRACT 49; THENCE ALONG SAID EASTERLY LINE N 27°10'53" W, 509.22 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTED FROM THE ABOVE DESCRIBED PARCEL:

- 1) A STRIP OF LAND FOR THE DENVER AND RIO GRAND WESTERN RAILROAD COMPANY SAID STRIP OF LAND BEING A PORTION OF THE DENVER AND SALT LAKE RAILROAD PARCEL DESCRIBED IN BOOK 116 AT PAGE 147,
- 2) A PARCEL OF LAND DESCRIBED ON BOUNDARY SURVEY RECORDED MAY 4, 2009 AT RECEPTION NO. 200908321 OF THE RECORDS OF THE EAGLE COUNTY CLERK AND RECORDERS OFFICE.

Parcel B: (For informational purposes: Parcel No. 1935-311-00-003)

Tract 50 situated in Section 31, Township 4 South, Range 86 West of the 6th P.M. and

Tract 48 situated in Section 31, Township 4 South, Range 86 West of the 6th P.M.

Excepting the following, to wit:

- (a) A tract of land consisting of 0.47 acres as particularly described in Warranty Deed from Clarence Stephens and Alma H. Stephens to Raymond V. Boyles and Mary E. Boyles dated November 2, 1970 and recorded in the office of the Clerk and Recorder of Eagle County in Book 219 at Page 34 thereof;
- (b) A tract of land containing 24.779 acres as particularly described in Warranty deed from Clarence Stephens and Alma H. Stephens to Ronald P. Piel and Lorraine J. Piel dated May 21, 1970 and recorded in the office of the Clerk and Recorder of Eagle County in Book 217 at Page 754 thereof;

- (c) A tract of land 50 feet in width as particularly described in deed from George S. Yost to The Auto Transportation and Toll Road Company dated August 4, 1913 and recorded in Book 69 at Page 544 of the Eagle County records;
- (d) A tract of land 120 feet in width as particularly described in Warranty Deed from George S. Yost to The Denver and Salt Lake Western Railroad Company, dated November 1, 1932 and recorded in Book 116 at Page 148 of the Eagle County records.

And excepting all land conveyed in the Quitclaim Deed recorded October 27, 1995 in Book 679 at Page 411 at Reception No. 575421.

And excepting all land conveyed in the Warranty Deed recorded June 30, 1997 in Book 730 at Page 743 at Reception No. 628703,

County of **Eagle**, State of Colorado

Parcel C: (For informational purposes: Parcel No. 1935-314-00-003)

A certain tract of land 50 feet in right angle width, measured from high water mark on the left bank of the Grand River, in Lots 10, 6, and 7 in Sec. 31, T 4 S., R 86 W. of the 6th Principal Meridian, more particularly described as follows:

Commencing at a point in said Lot 10, the boundary line between the property owned by Nelson Yost and George S. Yost, thence,

N. 55°22' W. 183.0 feet

N. 42°32' W. 131.7 feet;

N. 14°55' W. 220.5 feet;

N. 00°35' W. 263.5 feet;

N. 02°48' W. 361.3 feet;

N. 07°57' E. 339.2 feet;

N. 05°42' W. 120.5 feet;

N. 15°54' W. 214.0 feet;

N. 07°11' W. 204.5 feet;

N. 13°39' W. 209.7 feet;

N. 12°50' E. 57.8 feet;

Station 12 N. 29°29' E. 75.9 feet

Station 13 N. 35°24' E. 309.5 feet;

Station 14 N. 46°33' E. 100.0 feet:

N. 54°51' E. 90.6 feet;

N. 58°26' E. 119.1 feet;

N. 49°13' E. 199.1 feet to North line of said Lot 6, with 50 feet right angle width toward the Grand River.

Except that the east line of said tract shall be changed as follows: to extend from Station No. 12 as the same appears on the map of the right of way of the Auto Transportation and Toll Road Company and on said ground to a point thirty feet west of Station No. 14 of said road, and from thence on a direct line north to Station No. 15 of said road.,

County of **Eagle**, State of Colorado

SCCHEDULE B – Section 1

Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): [Coyote River Ranch, LLC, a Colorado limited liability company](#)

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

Statement of Authority for [Coyote River Ranch, LLC, a Colorado limited liability company](#) recorded May 17, 2005 at [Reception No. 915907](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Karl Berger, Managing Member

- g. Furnish for recordation a full release of deed of trust:

Amount: \$100,000.00
Trustor/Grantor: Coyote River Ranch, LLC
Trustee: Public Trustee of Eagle County
Beneficiary: Sterling Bank
Recording Date: May 17, 2005
Recording No: [Reception No. 915908](#)

Note: Release of Lien recorded August 29, 2008 at [Reception No. 200818727](#) purports to release said deed of trust, however, it was not signed by the Public Trustee of Eagle County.

(Affects Parcels A and B)

- h. Furnish for recordation a full release of deed of trust:

Amount: \$100,000.00
Trustor/Grantor: [Coyote River Ranch, LLC, a Colorado limited liability company](#)

Trustee: Public Trustee of Eagle County
Beneficiary: FirstBank of Vail
Recording Date: March 26, 2008
Recording No: [Reception No. 200806573](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Recording Date: April 30, 2013
Recording No: [Reception No. 201308435](#)

An agreement recorded April 09, 2008 at [Reception No. 200807646](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: March 26, 2008
Recording No.: [Reception No. 200806598](#)

i. Furnish for recordation a full release of deed of trust:

Amount: \$370,000.00
Trustor/Grantor: Coyote River Ranch, LLC, a Colorado limited liability company
Trustee: Public Trustee of Eagle County
Beneficiary: FirstBank of Vail
Recording Date: March 26, 2008
Recording No: [Reception No. 200806598](#)

Notice of Disbursement recorded March 26, 2008 at [Reception No. 200806599](#).

Owner: Coyote River Ranch, LLC, a Colorado limited liability company
Principal Contractor: Karl Berger
Disburser: FirstBank of Vail

(Items (h) and (i) affect Parcel A)

1. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.

END OF REQUIREMENTS

SCHEDULE B – Section 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations contained in the Patent

From: The United States of America
 To: George S. Yost
 Recording Date: February 23, 1902
 Recording No: [Book 48 at Page 257](#)

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The 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 provided by law.

9. Easement as reserved by Kenneth W. Schultz and Marion E. Schultz in the Deed to C.F. & I. Steel Corporation recorded March 27, 1979 in [Book 283 at Page 490](#).
10. Terms, conditions, provisions, agreements and obligations contained in the Judgment and Decree as set forth below:



Recording Date: January 11, 2001
Recording No.: [Reception No. 747941](#)

- 11. Terms, conditions, provisions, agreements and obligations contained in the Boundary Survey as set forth below:

Recording Date: May 04, 2009
Recording No.: [Reception No. 200908321](#)

- 12. Terms, conditions, provisions, agreements and obligations contained in the Agreement Establishing disputed Boundary Pursuant to CRS 38-44-112 as set forth below:

Recording Date: May 12, 2009
Recording No.: [Reception No. 200908899](#)

- 13. Terms, conditions, provisions, agreements and obligations contained in the Easement Deed by Court Order in Settlement of Landowner Action as set forth below:

Recording Date: June 05, 2013
Recording No.: [Reception No. 201311614](#)

(Items 8 through 13 affect Parcel A)

- 14. Reservations contained in the Patent

From: The United States of America
To: George S. Yost
Recording Date: July 03, 1940
Recording No.: [Book 124 at Page 580](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

- 15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Holy Cross Electric Association, Inc.
Purpose: Right of Way
Recording Date: February 11, 1988
Recording No.: [Book 478 at Page 738](#)

- 16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Holy Cross Electric Association, Inc.
Purpose: Right of Way



Recording Date: March 26, 1991
Recording No: [Book 525 at Pages 559, 560, and 561](#)

17. Easement granted to Russel G. Ammon and Angela Ammon in Quit Claim Deed recorded June 30, 1997 in [Book 730 at Page 744](#).

(Items 14 through 17 affect Parcel B)

18. Reservations contained in the Patent

From: The United States of America
To: George S. Yost
Recording Date: December 14, 1938
Recording No: [Book 123 at Page 598](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

19. Reservations contained in the Patent

From: The United States of America
To: George S. Yost
Recording Date: January 23, 1902
Recording No: [Book 48 at Page 257](#)

Which among other things recites as follows:

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The 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 provided by law.

20. Restrictions as contained in Deed recorded August 16, 1913 in [Book 69 at Page 544](#).

(Items 18 at 20 affect Parcel C)

21. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Colorado River.

22. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.

23. Notwithstanding the covered risks as set forth in the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the Land.

(Items 21 through 23 affect all Parcels)

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company, Inc. a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation.

- 1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen’s liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: **Land, Gypsum, CO 81637**

- 2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
- 3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **Heritage Title Company, Inc.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

SELLER:

Coyote River Ranch, LLC, a Colorado limited liability company

SELLER:

SELLER:

State of Colorado }
County of **Eagle** }ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Coyote River Ranch, LLC, a Colorado limited liability company.

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Parcel A: (For informational purposes: Parcel No. 1935-232-00-005 and 2113-052-00-005)

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- 4)S47°12'40" E, 109.26 FEET;
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- 9)S63°48'18" E, 79.61 FEET;
- 10) S 64°48'50" E, 113.72 FEET;
- 11) S 52°49'54" E, 154.13 FEET;
- 12) S 54°47'17" E, 230.78 FEET;
- 13) S 71° 02'47" E, 71.99 FEET;
- 14) S 76°50'42" E, 260.62 FEET;
- 15) S 83°18'06" E, 197.40 FEET;
- 16) S 87°28'15" E, 286.24 FEET;
- 17) N 84°06'17" E, 179.80 FEET;
- 18) N 86°50'16" E, 131.95 FEET;
- 19) S 79°10'07" E, 55.95 FEET;
- 20) N86°07'48" E, 185.90 FEET;
- 21) S 53°05'53" E, 163.35 FEET;
- 22) S 36°57'42" E, 141.41 FEET;
- 23) S 14°21'19" W, 88.63 FEET;
- 24) S 22°13'16" W, 191.65 FEET;
- 25) S 14°58'04" W, 125.22 FEET;
- 26) S 12°55'57" W, 68.51 FEET;

27) S 23°01'51" W, 243.60 FEET;
28) S 66°58'09" E, 81.41 FEET TO A POINT AT THE CENTERLINE OF THE SOUTHEASTERLY END OF AN OLD ABANDONED IRON BRIDGE; THENCE ALONG A LINE DIRECTLY TOWARDS A POINT 35 FEET NORTH OF THE ORIGINAL ¼ CORNER COMMON TO SECTION 32 OF SAID TOWNSHIP 4 SOUTH, RANGE 86 WEST AND SECTION 5 OF SAID TOWNSHIP 5 SOUTH RANGE 86 WEST (SAID ORIGINAL ¼ CORNER ALSO BEING THE ANGLE POINT ON THE NORTH LINE OF TRACT 40,
ACCORDING TO THE SUPPLEMENTAL PLATS AND FIELD NOTES OF SAID INDEPENDENT RESURVEY OF TOWNSHIP 4 SOUTH AND TOWNSHIP 5 SOUTH, THE POSITION OF WHICH BEING MATHEMATICALLY DETERMINED) S 66 042146" E, 1499.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 49; THENCE ALONG SAID EASTERLY LINE N 06°57'00" E, 494.13 FEET TO A FOUND G.L.O. BRASS CAP IN PLACE FOR CORNER NO. 8 OF SAID TRACT 49; THENCE ALONG SAID EASTERLY LINE N 27°10'53" W, 509.22 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTED FROM THE ABOVE DESCRIBED PARCEL:

1) A STRIP OF LAND FOR THE DENVER AND RIO GRAND WESTERN RAILROAD COMPANY SAID STRIP OF LAND BEING A PORTION OF THE DENVER AND SALT LAKE RAILROAD PARCEL DESCRIBED IN BOOK 116 AT PAGE 147,
2) A PARCEL OF LAND DESCRIBED ON BOUNDARY SURVEY RECORDED MAY 4, 2009 AT RECEPTION NO. 200908321 OF THE RECORDS OF THE EAGLE COUNTY CLERK AND RECORDERS OFFICE.

Parcel B: (For informational purposes: Parcel No. 1935-311-00-003)

Tract 50 situated in Section 31, Township 4 South, Range 86 West of the 6th P.M. and

Tract 48 situated in Section 31, Township 4 South, Range 86 West of the 6th P.M.

Excepting the following, to wit:

- (e) A tract of land consisting of 0.47 acres as particularly described in Warranty Deed from Clarence Stephens and Alma H. Stephens to Raymond V. Boyles and Mary E. Boyles dated November 2, 1970 and recorded in the office of the Clerk and Recorder of Eagle County in Book 219 at Page 34 thereof;
- (f) A tract of land containing 24.779 acres as particularly described in Warranty deed from Clarence Stephens and Alma H. Stephens to Ronald P. Piel and Lorraine J. Piel dated May 21, 1970 and recorded in the office of the Clerk and Recorder of Eagle County in Book 217 at Page 754 thereof;
- (g) A tract of land 50 feet in width as particularly described in deed from George S. Yost to The Auto Transportation and Toll Road Company dated August 4, 1913 and recorded in Book 69 at Page 544 of the Eagle County records;
- (h) A tract of land 120 feet in width as particularly described in Warranty Deed from George S. Yost to The Denver and Salt Lake Western Railroad Company, dated November 1, 1932 and recorded in Book 116 at Page 148 of the Eagle County records.

And excepting all land conveyed in the Quitclaim Deed recorded October 27, 1995 in Book 679 at Page 411 at Reception No. 575421.

And excepting all land conveyed in the Warranty Deed recorded June 30, 1997 in Book 730 at Page 743 at Reception No. 628703,

County of **Eagle**, State of Colorado

Parcel C: (For informational purposes: Parcel No. 1935-314-00-003)

A certain tract of land 50 feet in right angle width, measured from high water mark on the left bank of the Grand River, in Lots 10, 6, and 7 in Sec. 31, T 4 S., R 86 W. of the 6th Principal Meridian, more particularly described as follows:

Commencing at a point in said Lot 10, the boundary line between the property owned by Nelson Yost and George S. Yost, thence,
N. 55°22' W. 183.0 feet
N. 42°32' W. 131.7 feet;
N. 14°55' W. 220.5 feet;
N. 00°35' W. 263.5 feet;
N. 02°48' W. 361.3 feet;
N. 07°57' E. 339.2 feet;
N. 05°42' W. 120.5 feet;
N. 15°54' W. 214.0 feet;
N. 07°11' W. 204.5 feet;
N. 13°39' W. 209.7 feet;
N. 12°50' E. 57.8 feet;
Station 12 N. 29°29' E. 75.9 feet
Station 13 N. 35°24' E. 309.5 feet;

Station 14 N. 46°33' E. 100.0 feet:

N. 54°51' E. 90.6 feet;

N. 58°26' E. 119.1 feet;

N. 49°13' E. 199.1 feet to North line of said Lot 6, with 50 feet right angle width toward the Grand River.

Except that the east line of said tract shall be changed as follows: to extend from Station No. 12 as the same appears on the map of the right of way of the Auto Transportation and Toll Road Company and on said ground to a point thirty feet west of Station No. 14 of said road, and from thence on a direct line north to Station No. 15 of said road.,

County of **Eagle**, State of Colorado



COMMITMENT FOR TITLE INSURANCE

Issued by

Heritage Title Company, Inc.

AS AGENT FOR

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company, a Nebraska corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

The Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will **provide** a sample of the policy form upon request.

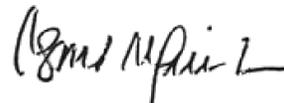
IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Attest:


Secretary



By:


President

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.
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 policies or policies committed for and such liability is subject to the insuring provisions and Conditions 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>.

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Heritage Title Company, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph L of Section 7, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - 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 Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause,

and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the

Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be

responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances (“opt out”). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF’s privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF’s headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;

- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016