

# Abstract & Title Company of Mesa County

128 N. 5th Street, Suite 2B

Grand Junction, CO 81501

Phone: 970-242-8234

Fax: 970-241-4925

## Transmittal Information

Date: 05/01/2018  
File No: 8143CEM  
Property Address: vacant, , CO No. 58  
Buyer\Borrower:  
Seller: #13 Enterprises, LLC, a Colorado Limited Liability Company

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For changes and updates please contact your Escrow or Title officer(s):

**Escrow Officer:**

**Tam Heine-Caldwell**

Abstract & Title Company of Mesa County

128 N. 5th Street, Suite 2B

Grand Junction, CO 81501

Phone: 970-242-8234

Fax: 970-241-4925

E-Mail: tam@abstracttitle.biz

Processor: Rebecca Mattivi

E-Mail: rebecca@abstracttitle.biz

**Title Officer:**

**Cindy Osborn**

Abstract & Title Company of Mesa County

128 N. 5th Street, Suite 2B

Grand Junction, CO 81501

Phone: 970-242-8234

Fax: 970-241-4925

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Copies Sent to:

**Customer:**

United Country RealQuest Realty

428 Main Street

Grand Junction, CO 81501

Phone: 970-256-9700 Fax: 970-256-1766

Attn: Michael Krieg

Email: mkrieg@unitedcountry.com

**Buyer:**

**Seller:**

#13 Enterprises, LLC, a Colorado Limited Liability Company

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**

**Attn:**

**Email:**

**Phone: Fax:**

**Attn:**

**Email:**

**Thank you for using Abstract & Title Company of Mesa County**



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 Schedules A and B and to the Conditions of this Commitment.

This 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 six (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 the fault of the Company.

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

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:

Abstract & Title Company of Mesa
County

128 N. 5th Street, Suite 2B
Grand Junction, CO 81501
Phone: 970-242-8234

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President
Attest: Patricia W. Bauer
Secretary

## **CONDITIONS AND STIPULATIONS**

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has 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, the 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. 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.

## **STANDARD EXCEPTIONS**

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.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**Abstract & Title Company of Mesa County**  
As agent for  
**Westcor Land Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **April 27, 2018 at 7:00 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured:

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<i>Basic Owner's Policy (TBD)</i>	\$	<b>250.00</b>
Total:	\$	<b>250.00</b>

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:  
**#13 Enterprises, LLC, a Colorado Limited Liability Company**

4. The land referred to in the Commitment is situate in the county of **Mesa**, State of **Colorado** and is described as follows:

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **vacant, , CO No. 58**

Countersigned  
**Abstract & Title Company of Mesa County**

By: 

**Cindy Osborn**

**EXHIBIT "A"**

**Lots 1 and 2 and the NE1/4 NW1/4 of Section 7,  
Township 10 South, Range 97 West of the 6th P.M.**

**EXCEPT** a tracts conveyed to the Department of Highways,  
State of Colorado by instrument recorded November 29, 1957  
at Reception No. 707477 of the Mesa County Records;

**ALSO EXCEPTING** that portion thereof lying within the right of way  
of the Denver and Rio Grande Western Railroad Company;

**AND FURTHER EXCEPTING THEREFROM** that portion thereof  
conveyed to Department of Transportation, State of Colorado by  
instrument recorded December 6, 2001 at reception No. 2029504;

**AND**

**SE1/4 NE1/4 of Section 12, Township 10 South, Range 98 West  
of the 6th P.M.;**

**EXCEPT** that portion thereof lying with in the right of way of the Denver  
and Rio Grande Western Railroad Company,

**All in County of Mesa, State of Colorado**

## **Westcor Land Title Insurance Company**

### **COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS**

**Effective Date: April 27, 2018 at 7:00am**

**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 recorder of the county in which said property is located.**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Copy of current Operating Agreement plus any amendment for #13 Enterprises, LLC, a Colorado Limited Liability Company.**
- (f) **Deed from : #13 Enterprises, LLC, a Colorado Limited Liability Company  
to : To Be Determined**

# Westcor Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

**Effective Date: April 27, 2018 at 7:00am**

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:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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 value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded October 4, 1927 at Reception No. 230842.**
10. **Right of Way for a certain ditch, including the terms, conditions, stipulations and obligations thereof as described in instrument recorded June 20, 1928 at Reception No. 237211. (W1/2 NW Sec. 7)**
11. **Right of way, whether in fee or easement only, as granted to Public Service co. of Colorado by instrument recorded April 14, 1958 at Reception No. 716871.**
12. **All grantors interest in all oil, gas and other mineral rights, as reserved by W.H. Mitchell in the Deed to**



Mary Ellen Lyons recorded March 6, 1936, at Reception No. 359763.

13. Oil and gas lease between Pearl Blunt and Pan American Petroleum Corporation dated June 17, 1964, recorded July 2, 1964 at Reception No. 869097, and any interests therein or rights thereunder.
14. Oil and gas lease between Maude Tracy and Pan American Petroleum Corporation dated June 17, 1964, recorded July 2, 1964 at Reception No. 869098, and any interests therein or rights thereunder.
15. Oil and gas lease between George William Pierce and Edith Pierce and Pan American Petroleum Corporation dated June 2, 1964, recorded July 2, 1964 at Reception No. 869099, and any interests therein or rights thereunder.
16. Rights of surface entry and any other incidental rights used, claimed or asserted under any mineral reservation, lease or conveyance affecting the land herein.
17. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed by Court Order recorded June 5, 2013 at Reception No. 2657295.
18. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Colorado River lying within subject Land; and any question as to the location of such center thread, bed, bank or channel as a legal description monument or maker for purposes of describing or locating subject Lands.
19. Any loss of or adverse claim to that portion of the Land described in Schedule A hereof adjoining the Colorado River based on an assertion that the channel and banks thereof have been changed or altered other than by natural causes and in imperceptible degrees.
20. Lack of access from the land to any open public road, street or highway.

**NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of the County in which subject property is situated that any right of access exists to an open public roadway.**

**NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.**

## Abstract & Title Company of Mesa County

### 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.

## **Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Abstract & Title Company of Mesa County**

Westcor Land Title Insurance Company (“WLTIC”) and **Abstract & Title Company of Mesa County** 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 **Abstract & Title Company of Mesa County** 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 **Abstract & Title Company of Mesa County** 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 **Abstract & Title Company of Mesa County** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Abstract & Title Company of Mesa County** has a joint marketing agreement. Entities with whom WLTIC or **Abstract & Title Company of Mesa County** 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 **Abstract & Title Company of Mesa County** use to protect this information and to use the information for lawful purposes. WLTIC or **Abstract & Title Company of Mesa County**, 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 **Abstract & Title Company of Mesa County**, 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](http://www.wltic.com)*