Northwest Title Company 530 Breeze Street Craig, CO 81625 Phone: 970-824-9427 Fax: 970-824-2305

Transmittal Information

Date:	12/13/2022
File No:	6338CEN
Property Address:	TBD, Craig, CO 81625
Buyer\Borrower:	City of Craig
Seller:	David V. Walters

For changes and updates please contact your Escrow or Title officer(s):Escrow Officer:Title OfficErin ForquerSonja BroNorthwest Title CompanyNorthwest530 Breeze Street530 BreezeCraig, CO 81625Craig, COPhone: 970-824-9427Phone: 970Fax:Fax:E-Mail: EForquer@nwtitlecompany.comFax:Processor: Erin ForquerE-Mail: EForquer@nwtitlecompany.com

Title Officer: Sonja Brown Northwest Title Company 530 Breeze Street Craig, CO 81625 Phone: 970-824-9427 Fax:

Copies Sent to: Buyer: City of Craig

DELIVERED VIA: AGENT

Buyer's Agent: Country Living Realty 304 W. Victory Way Craig, CO 81625 Attn: Dorina Fredrickson Phone: 970-824-0223 Fax: 970-824-5660 DELIVERED VIA: E-MAIL

Buyer's Attorney:

Lender:

Seller: David V. Walters

DELIVERED VIA: AGENT

Seller's Agent: Country Living Realty 304 W. Victory Way Craig, CO 81625 Attn: Andrea L. Camp Phone: 970-824-0223 Fax: 970-824-5660 DELIVERED VIA: E-MAIL

Seller's Attorney:

Mortgage Broker:

Phone: Fax: Attn: Thank you for using Northwest Title Company COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.



ALTA COMMITMENT FOR TITLE INSURANCE issued by WESTCOR LAND TITLE INSURANCE COMPANY (ALTA Adopted 07-01-2021)

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 <u>Conditions</u>, 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

Northwest Title Company

530 Breeze Street Craig, CO 81625 Phone: 970-824-9427

WESTCOR LAND TITLE INSURANCE COMPANY

SEAL CARONAL C

Mary O'Vannen

Attest:

Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Short Form Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. **DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <u>http://www.alta.org/arbitration</u>.

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SCHEDULE A

- 1. Commitment Date: December 7, 2022, at 8:00 am
- 2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy

Proposed Insured: City of Craig

Proposed Policy Amount: \$160,000.00

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

Basic Owner's Policy	\$ 709.00
Tax Certificate	\$ 20.00
OEC - Pln Lang. Endorsement	\$ 65.00
Total:	\$ 794.00

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- 4. The Title is, at the Commitment Date, vested in: **David V. Walters**
- The Land is described as follows: SEE ATTACHED EXHIBIT "A" For Informational Purposes Only: TBD, Craig, CO 81625 APN: R008840

Countersigned Northwest Title Company

By:

Sonja Brown

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File No.: 6338CEN

EXHIBIT A

The Land is described as follows:

Situated in the County of Moffat, State of Colorado:

A parcel of land located in the NE1/4 of Section 2, T6N, R91W of the 6th P.M., Moffat County Colorado, and being more particularly described as follows:

Beginning at the intersection of the westerly R.O.W. line of Mack Lane and the southerly R.O.W. line of Second Street, lying N00°46'40''W, 632.24 feet and S89°26'26''W, 50.00 feet from the E1/4 corner of said Section 2; thence along said westerly R.O.W. line of Mack Lane, S00°46'40''E, 532.24 feet to the intersection of the westerly R.O.W. line of Mack Lane and the north R.O.W. line of First Street; thence along the said north R.O.W. line, S89°26'26''W, 467.71 feet to the S.E. corner of Woodbury Park as described in Book 627 at Page 628 in the records of Moffat County; thence along the east line of said Woodbury Park, N01°48'47''W, 532.36 feet to the southerly R.O.W. line of Second Street; thence along said southerly R.O.W. line, N89°26'26''E, 477.33 feet to the point of beginning.

The east line of the NE1/4 of said Section 2, is considered to bear N00 °46'40''W, between Brass Cap Monuments in asphalt.

(AKA Parcel D of The Meadows Parcels)

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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.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

5. Special Warranty Deed from David V. Walters to the City of Craig.

NOTE: Statement of Authority for the City of Craig recorded August 12, 2022 at Reception No. 20222833 designates Ryan Hess as Mayor, for the City of Craig.

- 6. In order for Northwest Title Company to provide Owners Extended Coverage on the final Owners Policy we will require the current property owner(s) to sign an Affidavit and Agreement stating that no changes have been made to the property, without evidence of a survey.
- 7. Final Affidavit and Agreement to be signed by seller(s) and buyer(s) at closing.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded April 14, 2008 as Reception No. 20081513.

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NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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."

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- 9. "... subject to 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...:", as reserved in United States Patent dated June 5, 1890 and recorded June 3, 1912 in Book 3 at Page 324.
- 10. "the first parties reserve to themselves however, and unto their heirs, administrators or assigns, a One-Fifth interest in and to all oil, gas, asphaltum or other hydro-carbons now or hereafter produced from and all wells now or hereafter drilled upon the real property hereinabove described.", as reserved by John M. Hulett and Addie E. Hulett in the Deed to Earl Wilson and Ellis Wilson, dated February 7, 1925 and recorded June 6, 1925 in Book 57 at Page 139, and any and all assignments thereof or interests therein.
- 11. Easement and right of way for pipe line purposes, as granted to Utah Oil Refining Company by Clyde L. Pelican in the instrument dated August 25, 1944 and recorded October 23, 1944 in Book 122 at Page 84, as amended by Agreement and Partial Release by and between William G. Bilsing and Mildred I. Bilsing to Amoco Pipeline Company, dated September 28, 1977 and recorded October 26, 1977 in Book 433 at Page 938, affecting the following described property: A 30 foot wide right of way strip under, on and across said land, being 15 feet on either side of the following described centerline: Beginning at a point lying S89°30'06"W., 107 feet from the east quarter corner of said Section 2; thence N02°18'31"E., 983 feet; thence N01°09'46"E., 350 feet, more or less, to a point on the North line of said SE¹/₄NE¹/₄ of Section 2.
- 12. ".. do grant, bargain, sell, convey, set over, assign and deliver unto said grantee an undivided one (1) per cent interest in and to all of the oil, gas and other minerals contained in and that may be produced from the following described lands...", as conveyed to Tina E. Pelican by Mineral Deed from William G. Bilsing and Mildred Inez Bilsing, dated May 29, 1957 and recorded July 20, 1957 in Book 249 at Page 217, and any and all assignments thereof or interests therein.
- Terms, conditions, provisions and obligations contained in the Agreement by and between the City of Craig and William G. Bilsing and Mildred I. Bilsing recorded October 26, 1977 in Book 433 at Page 530.
- Terms, conditions, provisions and obligations contained in the Agreement by and between Utah International Inc., a Delaware corporation and Bilsing & Co., recorded May 23, 1978 in Book 441 at Page 454.
- 15. Terms, conditions, provisions and obligations contained in the Agreement between the City of Craig, a Municipal Corporation and George W. Walters recorded October 20, 1977 in Book

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433 at Page 349.

16. A ten-foot wide permanent utility easement for the purpose of constructing, reconstructing, operating and maintaining any City utilities including, but not limited to, city water and sewer lines, upon, under and across the surface of the following land, situated in Moffat County, Colorado, as conveyed to the City of Craig by Walters of Colorado Corporation in the instrument recorded June 26, 2002 as Reception No. 2002L-2785, and any and all assignments thereof or interests therein, affecting the following described property:
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The southerly ten (10) feet of a tract of three (3) parcels of land described in Exhibit "A: attached hereto and incorporated herein;

17. An easement 30 feet in width, 15 feet either side of the centerline of Grantee's facilities as presently constructed, as granted to Yampa Valley Electric Association, Inc., by David V. Walters in the access easement recorded September 5, 2019 as Reception No. 20192507, and any and all assignments thereof or interests therein, affecting the following described property: NE¹/₄ Section 2, Township 6 North, Range 91 West of the 6th P.M., County of Moffat, State of

Colorado on, over, and across Grantor's property as described in the Moffat County Records at Reception No. 20081513.

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.

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Northwest Title Company

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

<u>of</u>

Westcor Land Title Insurance Company

and

Northwest Title Company

Westcor Land Title Insurance Company ("WLTIC") and **Northwest Title Company** 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 **Northwest Title Company** 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 **Northwest Title Company** 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 **Northwest Title Company** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Northwest Title Company** has a joint marketing agreement. Entities with whom WLTIC or **Northwest Title Company** has a joint marketing agreement. Entities with whom WLTIC or **Northwest Title Company** 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 **Northwest Title Company** use to protect this information and to use the information for lawful purposes. WLTIC or **Northwest Title Company**, 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 **Northwest Title Company**, 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