Fremont County

JUN 10 2024

John and Lynn Bartelmay

1983 Arnold Drive Cotopaxi, CO 81223 303-902-7512 John.bartelmay@comcast.net

Fremont County Planning and Zoning 615 Macon Avenue Cañon City, CO 81212

Re: LLA #24-003 Bartelmay - Submittal Deficiencies

88 Blair Way, Cotopaxi, CO 81223, Lot 325, Glen Vista, Filing 10 and 1919 Arnold Drive, Cotopaxi, CO 81223, Lot 148, Glen Vista, Filing 7.

Included are updated Title Commitments for both properties dated June 4, 2024

- 1.) Plat is titled Bartelmay Lot Line Adjustment
- 2.) Required Attachments Plat
 - Roads are labeled
 - Easement Statement changed
 - Dwelling Requirements included under General Notes
- 3.) Closure Sheets provided
- 4.) Fremont County Subdivision Regulations, Appendix 1, Section B, Lot Standards #10
 - Request for variance is included
 - We did also reconfigure the lot lines. The reconfiguration does not solve the depth vs width issue but it does make the properties flow in a more proper way. Included are new 24x36, 11x17 and 8.5x11 copies as well as a digital file.

John and Lynn Bartelmay

1983 Arnold Drive Cotopaxi, CO 81223 303-902-7512 john.bartelmay@comcast.net

June 10, 2024

Fremont County Planning and Zoning 615 Macon Avenue Cañon City, CO 81212

re: Fremont County Subdivision Regulations,

We are writing in regards to our application for a Lot Line Adjustment involving the properties at 88 Blair Way, Cotopaxi, CO 81223, Lot 325, Glen Vista, Filing 10 and 1919 Arnold Drive, Cotopaxi, CO 81223, Lot 148, Glen Vista, Filing 7.

We are asking for a variance concerning the depth vs width regulation for the property at 1919 Arnold Drive. (Fremont County Subdivision Regulations, Appendix 1, Section B, Lot Standards #10)

Thank you for your time and consideration on this matter,

ohn Bartelmay



ALTA COMMITMENT FOR TITLE INSURANCE issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN PRESIDENT

JEAN WARD SECRETARY

Lean Wary

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT: Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202406006864N

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LAND TITLE



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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."
- 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.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5 LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements; 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.
- \bar{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.

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

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 http://www.alta.org/arbitration.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fredrickson Webb Attorneys Title, LLC

Issuing Office: 831 Royal Gorge Blvd #329, Cañon City CO 81212

Issuing Office's ALTA® Registry ID: 1224456

Commitment Issue Date: June 7, 2024

Commitment Number: PCCO202406006864N Issuing Office File Number: FWAT-00167-A

Property Address: 1919 Arnold Drive, Cotopaxi, Colorado 81223

Revision Number: 2

SCHEDULE A

1. Commitment Date: June 4, 2024 @ 7:45 a.m.

2. Policy to be issued:

Premium

A. , Amount

Proposed Insured:

Certificate of Taxes Due

\$10.00

Endorsements:

\$0.00

Additional Charges:

2

Total

\$ TBD

- 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: Jacob Jon Bartelmay
- 5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC 831 Royal Gorge Blvd #329 Cañon City CO 81212 PH: (719) 285-0324

_, (, 1,) _,

3010 (member no.)

BY:

Eric R. Morgan President

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT: Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202406006864N

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- 6. Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
- 7. Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
- 8. Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
- 9. This transaction may be subject to a Geographic Targeting Order ('GTO') issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

19:

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

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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 provisions 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 by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- 7. Terms, conditions, provisions, agreements and obligations specified under the Right of First Refusal by and between Jacob Jon Bartelmay and James M. Ross and Dianna J. Ross recorded on May 9, 2007 at reception number 836620.
- 8. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
- 9. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on May 25, 1972 at in book 543 at page 104, reception number 392633.
- Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 7 recorded at reception number 392414.
- 11. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H 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

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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.

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

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- · Information we receive from you on applications, forms and in other communications to us
- · Information we receive from you through our Internet website
- · Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- · as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

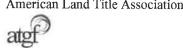
Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00167-A

Lot 148, Glen-Vista, Filing No. 7, according to the recorded plat thereof, Fremont County, Colorado **Tax Parcel No.** R024905



SCHEDULE B, PART I—Requirements

All the following are the Requirements that 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.
- 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.
- 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.
- A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).
- Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch. The clerk and recorder may refuse to record or file any document that does not conform.
- Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration, This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).
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THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN PRESIDENT

JEAN WARD SECRETARY

Lean Ward

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT: Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

PCCO202406006863N

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

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COMMITMENT CONDITIONS

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.
- "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.
- 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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - 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.
- 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.

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

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

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 http://www.alta.org/arbitration.

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LAND TITLE



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition

Issuing Agent: Fredrickson Webb Attorneys Title, LLC

Issuing Office: 831 Royal Gorge Blvd #329, Cañon City CO 81212

Issuing Office's ALTA® Registry ID: 1224456

Commitment Issue Date: June 7, 2024

Commitment Number: PCCO202406006863N Issuing Office File Number: FWAT-00168-A

Property Address:88 Blair Way, Cotopaxi, Colorado 81223

Revision Number: 2

SCHEDULE A

1. Commitment Date: June 4, 2024 @ 7:45 a.m.

2. Policy to be issued:

Premium

A. , Amount

Proposed Insured:

Certificate of Taxes Due

\$10.00

Endorsements:

\$0.00

Additional Charges:

· ·

Total

\$ TBD

- 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: John A. Bartelmay and Lynn L. Bartelmay
- 5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

ATTORNEYS TITLE GUARANTY FUND, INC.

FREDRICKSON WEBB ATTORNEYS TITLE, LLC 831 Royal Gorge Blvd #329 Cañon City CO 81212 PH: (719) 285-0324

3010

(member no.)

BY:

Eric R. Morgan President

Authorized Signatory

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT: Andrea Webb, 831 Royal Gorge Blvd #329, Cañon City CO 81212, Phone: (719) 285-0324, Fax: (719) 454-2564

Commitment Number: PCCO202406006863N

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AMERICAN

LAND TITLE



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 provisions 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 by the public records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- 7. Terms, conditions, provisions, agreements and obligations specified under the Articles of Incorporation of Glen-Vista Property Owners Association, Inc. recorded on March 12, 1986 in book 756 at page 309, reception number 525105.
- 8. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded on July 25, 1974 at in book 565 at page 255, reception number 407711.
- Any and all notes, easements and recitals as disclosed on the plat of Glen-Vista Filing No. 10 recorded at reception number 392414
- 10. Taxes for the year 2023, now due and payable but not yet delinquent, and taxes for the subsequent years, not yet due and payable.

NOTE: Upon compliance with underwriting requirements, exceptions numbered will be omitted from the Final Policy to be issued hereunder.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H 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.

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

i. The subject property may be located in a special taxing district

- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. Information regarding special districts and the boundaries of such districts may be obtained from the board of county commissioners, the county clerk and recorder or the county assessor.

Note: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

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Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- · Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: FWAT-00168-A

Lot 325, Glen-Vista, Filing No. 10, according to the recorded plat thereof, Fremont County, Colorado **Tax Parcel No.** R024886

osure Error Distance> 0.0007 Error Bearing> S 31°10'56" E osure Precision> 1 in 4371951.5 Total Distance Inversed> 3021.58

ea: 437951 Sq. Feet, 10.0540 ACRES

Lot 1 - 1919 ARNOLD DR.

1203000.30 2990120.05

itNo Bearing	Distance	Northing 1202610.49	Easting 2989482.67	Description	
N 47°49'40" E	396.19	1202010.49	2909402.07		
a 44004440W -		1202876.47	2989776.29		
S 14°31'43" E	643.74	1202253.32	2000027 70		
s 27°50'55" W	348.51	1202233.32	2909937.70		
		1201945.18	2989774.98		
N 50°09'06" W	257.21	1202109.99	0000077 61		
Padius, 100 26	Gl 1 - 70				
Radius: 100.26	Chora: 72.	begree	: 5/ 08 4/"	Dir: Right	
Length: 74.56	Delta: 42°	36'20" Tangen	t: 39.10		
Chord BRG: N 28°50	'55" W Rad	-In: N 39°50'	54" E Rad-Out	: N 82°27'15" E	
Radius PntNo: N: 1202186.96 E: 2989641.75					
		1202173.79	2989542.36		
N 09°13'22" W 372.10					
		1202541.08	2989482.72		
Radius: 50.00	Chord: 69.	41 Degree	: 114°35'30"	Dir: Left	

Length: 76.71 Delta: 87°54'18" Tangent: 48.20

Chord BRG: N 00°02'43" W Rad-In: N 46°05'34" W Rad-Out: S 46°00'08" W

Radius PntNo: N: 1202575.76 E: 2989446.70

1202610.49 2989482.67

osure Error Distance> 0.0044 Error Bearing> N 52°29'56" E osure Precision> 1 in 496651.6 Total Distance Inversed> 2169.01

ea: 261256 Sq. Feet, 5.9976 ACRES

Lot 2 - 88 Blair Way

ntNo Bearing Distance		Easting 2989409.31	Description		
N 47°49'40" E 174.16	1203285.58				
N 47°49'40" E 421.38					
N 84°46'47" E 348.87	1203568.48				
s 06°13'00" W 199.15	1203600.22	2990198.10			
S 27°50'55" W 170.26	1203402.24	2990176.53			
S 44°56'04" E 626.15	1203251.70	2990097.00			
Radius: 1050.03 Chord: 10	1202808.44	2990539.25	D'		
Length: 104.95 Delta: 5°	43'36" Tangen	nt: 52.52			
Chord BRG: S 41°20'48" W Rad-In: S 45°47'24" E Rad-Out: S 51°31'00" E Radius PntNo: N: 1202076.26 E: 2991291.89					
S 37°38'42" W 186.61	1202729.68	2990469.94			
N 64°57'57" W 542.51	1202581.92	2990355.97			
S 27°50'55" W 348.51	1202811.49	2989864.42			
N 50°09'06" W 257.21	1202503.34	2989701.62			
	1202668.15	2989504.15			
Radius: 100.26 Chord: 72 Length: 74.56 Delta: 42	.85 Degree °36'20" Tangen	e: 57°08'47" at: 39.10	Dir: Right		
Chord BRG: N 28°50'55" W Ra Radius PntNo: N: 1202745.1	d-In: N 39°50'	54" E Rad-Out	: N 82°27'15" E		
N 09°13'22" W 372.10	1202731.96	2989469.00			
Radius: 50.00 Chord: 69	1203099.25	2989409.36	Dir. Loft		
Length: 76.71 Delta: 87	°54'18" Tangen	t: 48.20			
Chord BRG: N 00°02'43" W Rad-In: N 46°05'34" W Rad-Out: S 46°00'08" W Radius PntNo: N: 1203133.92 E: 2989373.34					
	1203168.66	2989409.31			

.osure Error Distance> 0.0045 Error Bearing> N 43°42'38" E .osure Precision> 1 in 868108.8 Total Distance Inversed> 3903.12

ea: 699207 Sq. Feet, 16.0516 ACRES

OVERALL BOUNDARY

TOWNSHIP 19 SOUTH, RANGE 73 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COLORADO

