



GUNNISON COUNTY ABSTRACT COMPANY

Est. 1961

504 N. Main Street · Gunnison, CO 81230 · Phone: 970.641.0710 · Fax: 970.641.4628 · info@gunnisonabstract.com

TO BE DETERMINED ENDORSEMENT

NOTE: THIS IS NOT A COMMITMENT FOR TITLE INSURANCE


Whereas, this cover page is attached to and forming a part of Commitment, dated February 4, 2022 at 7:45A.M., and pertaining to Job No. GS22-3, corresponding with File No. 1969; 1970; 1970-1, issued by Gunnison County Abstract Company (Company) for the sole benefit of City of Gunnison, a Colorado home-rule municipality (Customer)

Whereas the Commitment is subject to the following terms, conditions, and provisions:

1. Title orders which lack a valid agreement between Seller and Purchaser, lack information as to the identity of the proposed insured, lack an the amount of the policy or policies to be issued, or are incomplete as to nature and /or scope of the underlying transaction, will be To Be Determined Commitments aka TBD Commitment until such time as a formal contract and more specific expectations of the Title Company and the parties can be established.
2. Notwithstanding the use of the word commitment, any official forms, standard documents, compliance with industry standards, or use of approved forms, this is not a Commitment for Title Insurance.
3. The Fee Owner and/or Seller and a Bone Fide Purchaser must provide a valid and executed agreement, naming the agreed upon purchase price, adequate dates, and name of the Seller and Purchaser.
4. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the policy to be issued.
5. Until the amount of the policy to be issued shall be determined, and entered as aforesaid Company cannot be required to approve any such valuation in excess of the Assessed Value as determined by the County Assessor.
6. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated certifications of title, the company reserves the right to raise such other and further exceptions and requirements as it deems appropriate; moreover, any Commitment for Title Insurance or Policy shall be subject to the terms and conditions set forth therein.
7. Notwithstanding any statement to the contrary, the information contained herein is provided solely for the internal use of the Customer and may not be used or relied upon in any manner by anyone else, nor may such information be used as such a basis for the issuance of future policies or for any transaction.
8. This information is not a commitment to issue a policy of title insurance and no liability is assumed hereby.
9. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Commitment must be requested with compliance as noted herein.
10. The total liability of the Company shall not exceed, in the aggregate, the face amount paid for this report.
11. By ordering and accepting such Commitment, Customer agrees to all costs, expenses, and fees associated with the title search, examination, and production of this report due to Company.

Dated: February 4, 2022 at 7:45A.M.

Countersigned:



Gunnison County Abstract Company
Authorized Officer or Agent

For additional information or services in connection with this Commitment, contact:

Gunnison County Abstract Company 504 North Main Street, Gunnison, Colorado 81230 970-641-0710

THIS COMMITMENT ISSUED SUBJECT TO ATTACHED STATEMENT OF TERMS, CONDITIONS AND STIPULATIONS

Commitment No. **GS22-3**

Gunnison County Abstract Company

504 North Main Street·Gunnison, Colorado 81230·970-641-0710

SCHEDULE A

1. Effective Date: **February 4, 2022 at 7:45A.M.** File No. **1969; 1970; 1970-1**
 Commitment No. **GS22-3**
2. Policy or policies to be issued: Premium

| | | |
|---|----|---------------|
| A. ALTA Owner’s Policy (06-17-06), Amount \$0.00 Proposed Insured: TBD | \$ | 600.00 |
| B. ALTA Loan Policy (06-17-06), Amount \$ 0.00 Proposed Insured: | \$ | |
| C. ALTA Loan Policy (06-17-06), Amount \$0.00 Proposed Insured: | \$ | |
| Certificate of Taxes Due X 3 | \$ | 30.00 |
| Owner Endorsements Forms | \$ | |
| Lender Endorsements Forms | | |
| Additional Charges (if any) Additional Parcels | \$ | 200.00 |
| Total | \$ | 830.00 |

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**
4. Title to the estate or interest in the land is at the Effective Date vested in:


Parcel 1: Gunnison Secure Storage, LLC, a Texas limited liability company,
Parcels 2 and 3: Rocky Mountain Christian Ministries, a Colorado non-profit corporation, and
Parcel 4: City of Gunnison, a Colorado home-rule municipality

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

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

For informational purposes only, the property address is: **State Highway 135, Gunnison, Colorado 81230**

Countersigned:


Gunnison County Abstract Company
 Authorized Officer or Agent

For additional information or services in connection with this Commitment, contact:

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THIS COMMITMENT ISSUED SUBJECT TO ATTACHED STATEMENT OF TERMS, CONDITIONS AND STIPULATIONS



**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Lots 1 and 2, Gunnison Secure Storage Subdivision, according to the Plat recorded October 23, 2017 as Reception No. 649865,

**County of Gunnison,
State of Colorado.**

Parcel 2:

A parcel of land located within Section 25, Township 50 North, Range 1 West of the N.M.P.M. County of Gunnison, State of Colorado, more particularly described as follows:

**Beginning at the south east corner of a parcel of land as recorded at Reception No. 428827 in the Gunnison County Clerk & Recorder's Office records from whence the C1/4 of Section 25, Township 50 North, Range 1 West of the N.M.P.M. bears S51°25'57"E a distance of 618.53';
thence along the east line of a parcel of land described in a deed recorded at Reception No. 594042 in the Gunnison County Clerk & Recorder's Office records the following two courses and distances :
S64°42'04"E a distance of 97.89';
S48°22'04"E a distance of 87.55';
thence S89°59'59"W a distance of 457.63'
thence N00°00'01"W a distance of 100' to the southwest corner of said parcel of land recorded at Reception No. 428827;
thence along the South line of said parcel of land recorded at Reception No. 428827 N89°59'59"E a distance of 303.69' to the point of beginning;**

Parcel 3:

**The northerly part of the fifteen (15) acre tract in the SE1/4/SW1/4, Section 25, Township 50 North, Range 1 West, N.M.P.M. retained and excepted by the grantors as described in Book 288 at Page 110 of the records of Gunnison county, Colorado, said part being marked with 5/8 inch steel reinforcing bars with one inch aluminum caps and described and bounded as follows: From a point in the south boundary of said Section 25, whence the point of intersection of said boundary with Colorado State Highway No. 135 bears North 89°46' West 1,198.8 feet and the South quarter corner of said section bears south 89°46' East 127.2 feet, proceed North 0°04' West 139.8 feet, thence North 56°40' West 42.2 feet to the POINT OF BEGINNING;
thence North 56°40' West 138.6 feet, thence North 48°19' West 156.5 feet, thence North 64°39' West 122.4 feet, thence North 28°39' West 86.2 feet, thence North 0°04' West 213.5 feet, thence North 89°43' West 778.9 feet to the easterly boundary of Highway No. 135, thence along said boundary South 0°04' East 519.2 feet, thence South 89°43' East 1,163.3 feet along a fence to the POINT OF BEGINNING;**

-CONTINUED ON THE FOLLOWING PAGE-

EXCEPTING THEREFROM the following tracts of land:

- a) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 342.**
- b) A tract of land to William S. Fletcher and Luwilda Fletcher in Warranty Deed recorded November 29, 1963 in Book 369 at Page 343.**
- c) A tract of land to State Department of Highways in Deed recorded November 2, 1973 in Book 461 at Page 477.**
- d) A tract of land in Warranty Deed to The City of Gunnison, Colorado recorded July 27, 1973 in Book 456 at Page 498 and recorded September 4, 1991 in Book 694 at Page 566.**

**County of Gunnison,
State of Colorado.**

Parcel 4:

Township 50 North, Range 1 West, N.M.P.M.

Section 25: A tract of land within the SE1/4SW1/4 of said Section 25, being more particularly described as follows: ' Commencing at the South quarter corner of said Section 25, thence North 51°26'08" West 618.55 feet to a point on the easterly boundary of the Electrical Dynamics, Inc. property described in Book 396 at page 290 of the Gunnison County Clerk and Recorder's Office, said point being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

- 1. North 64°39'00" West 24.63 feet along said easterly boundary;**
- 2. North 28°39'00" West 86.20 feet along said easterly boundary;**
- 3. North 0°04'00" West 44.53 feet along said easterly boundary to the southeast corner of the Fletcher property described in Book 369 at page 343 of the Gunnison County Clerk and Recorder's Office;**
- 4. North 89°43'00" West 240.00 feet along the southerly boundary of said Fletcher property;**
- 5. South 131.91 feet;**
- 6. East 303.64 feet to the POINT OF BEGINNING of the herein described tract;**

**County of Gunnison,
State of Colorado.**

**County of Gunnison,
State of Colorado.**

Gunnison County Abstract Company

COMMITMENT NO. GS22-3

SCHEDULE B – SECTION I REQUIREMENTS

The following are the requirements to be complied with:

- A. Payment and/or disbursement of the agreed amounts for the estate, mortgage, or interest to be insured.
- B. Payment of all premiums, fees and charges in connection with this commitment and the final policy.
- C. All documents or other instruments creating the estate or interest to be insured must be satisfactory to the Title Company, in insurable form, and must be executed, delivered, and duly filed for record.
- D. All parties must inform Gunnison County Abstract Company, **in writing**, the names of any party not referenced in this Commitment that will have an interest in the subject property; any party that may have a lien or interest in the subject property and is not referenced in this Commitment; the names of any lender or any party that will be lending on the subject property; or any other 3rd party or other matter that may affect ownership of the land and is not presently referenced in the Commitment. The Title Company may then make additional requirements or exceptions, as necessary.
- E. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises that are due and payable.
- F. A Certificate 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).
- G. Release by the Public Trustee of Gunnison County of Deed of Trust from Gunnison Secure Storage, LLC, a Texas limited liability company for the use of Crocket National Bank to secure \$1,041,000.00, dated December 21, 2017, recorded December 27, 2017 as Reception No. 650946.
- H. Release by the Public Trustee of Gunnison County of Deed of Trust from Gunnison Secure Storage, LLC, a Texas limited liability company for the use of Crocket National Bank to secure \$292,000, dated August 7, 2018, recorded August 18, 2018 as Reception No. 655228.
- I. Release by the Public Trustee of Gunnison County of Deed of Trust from Gunnison Secure Storage, LLC, a Texas limited liability company for the use of Crocket National Bank to secure \$1,238,000, dated July 1, 2021, recorded July 2, 2021 as Reception No. 677318.
- J. Release by the Public Trustee of Gunnison County of Deed of Trust from Rocky Mountain Christian Ministries for the use of Community Banks of Colorado, a division of NBH Bank to secure \$610,000.00, dated March 9, 2016, recorded March 10, 2016 as Reception No. 638355.

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Gunnison County Abstract Company

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.
Commitment No. **GS22-3**

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- K. Deed from Gunnison Secure Storage, LLC, a Texas limited liability company, Rocky Mountain Christian Ministries, a Colorado non-profit corporation, and City of Gunnison, a Colorado home-rule municipality to TBD sufficient to convey the fee simple estate of interest in the land described or referred to herein.

NOTE: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

Gunnison County Abstract Company

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.
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SCHEDULE B – SECTION II EXCEPTIONS FROM COVERAGE

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

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. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes and assessments.
7. (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.

NOTE: The Owner's Policy to be issued hereunder will contain, in addition to the items set forth in Schedule B-2, the mortgage, if any, required under Schedule B-1.

8. All reservations and exceptions as set forth in United States Patent(s) recorded June 16, 1882 in Book 41 at page 466.
9. Utility Easement as set forth in instrument recorded October 8, 1951 in Book 287 at page 466; and any and all assignments thereof or interests therein.
10. Ditch Easement as set forth in instrument recorded November 30, 1955 in Book 298 at page 503; and any and all assignments thereof or interests therein.
11. 75 foot right of way for power line and easement for irrigation ditch as set forth in instrument recorded May 18, 1967 in Book 396 at page 118.
12. Terms and conditions in Easement Agreement as set forth in instrument recorded December 2, 1968 in Book 407 at page 243 and in Easement Agreement as set forth in instrument recorded June 11, 1970 in Book 418 at page 292; and any and all assignments thereof or interests therein.

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Gunnison County Abstract Company

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.
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13. Terms and conditions in Easement Agreement as set forth in instrument recorded November 7, 1973 in Book 462 at page 104; and any and all assignments thereof or interests therein.
14. Perpetual non-exclusive right of way across subject property as set forth in instrument recorded July 27, 1973 in Book 456 at page 498; and any and all assignments thereof or interests therein.
15. Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Minor Impact Approval, Certification No. 12 Series 2003, recorded August 19, 2003 as Reception No. 533961.
16. Terms and conditions in Easement as set forth in instrument recorded November 13, 2007 as Reception No. 580258; and any and all assignments thereof or interests therein.
17. Grant of Perpetual Nonexclusive Easement for Sewer Line as set forth in instrument recorded September 19, 2017 as Reception No. 649124; and any and all assignments thereof or interests therein.
18. Grant of Perpetual Nonexclusive Easement for Sewer Line as set forth in instrument recorded September 19, 2017 as Reception No. 649125; and any and all assignments thereof or interests therein.
19. Terms and conditions of Board of County Commissioners of Gunnison County Resolution No. 17-39 recorded October 19, 2017 as Reception No. 649808.
20. All easements, exceptions, dedications, reservations, restrictions, roads, ditches, building envelopes, setbacks, and notes as set forth on the Plat of Gunnison Secure Storage Subdivision recorded October 23, 2017 as Reception No. 649865.
21. Covenants, conditions, and restrictions as set forth in Residential Housing Restrictive Covenant recorded October 23, 2017 as Reception No. 649866; together with any modifications or amendments thereto.
22. Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Minor Impact Approval, Certification No. 08 Series 2017, recorded November 2, 2017 as Reception No. 650082.
23. Notice of Lien and Memorandum of Acceptance of Residential Housing Restrictive Covenant and Notice of Lien recorded November 2, 2017 as Reception No. 650083.
24. Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 24 Series 2019, recorded April 17, 2019 as Reception No. 659582.
25. Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 5 Series 2019, recorded September 10, 2019 as Reception No. 662225.

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Gunnison County Abstract Company

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26. Terms, conditions, obligations and restrictions in Landscaping Improvements Agreement recorded September 6, 2019 as Reception No. 662160 and Addendum recorded December 18, 2020 as Reception No. 672112.
27. The subject property borders and receives access via Colorado State Highway 135, which is a limited access highway and access to and from the highway is controlled by the State of Colorado, Department of Highways. Notwithstanding the Covered Risks clause of the policy, the Company does not insure against loss or damage for lack of access by reason of the rules and regulations of the United States or its agencies, the State of Colorado, or the Department of Highways.
28. Easement, right of way, or loss of property as a result of Colorado State Highway 135.

Gunnison County Abstract Company

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached and appropriately countersigned.
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DISCLOSURE STATEMENT

THE FEE OWNER AND THE PROPOSED INSURED SET FORTH IN SCHEDULE A ARE HEREBY NOTIFIED:

1. Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
2. 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". Provided that Gunnison County Abstract Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, Exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
3. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph G 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 title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed".
4. Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment. Under no circumstances will coverage be given for labor or material for which the insured has contracted for or agreed to pay.
5. The following disclosures are hereby made pursuant to C.R.S 10-11-122:
 - a. The subject real property may be located in a special taxing district;
 - b. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
 - c. 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.
6. Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 -requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
7. Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.
8. If the sales price of the subject property exceeds \$100,000.00 seller shall be required to comply with the disclosure or withholding provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
9. 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 of an inch. The Clerk and Recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.
10. Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
11. Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Gunnison County Abstract Company

This Commitment is invalid unless the Insuring Provisions and Schedules A & B are attached.

COMMITMENT NO. GS22-3

Gunnison County Abstract Company

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Gunnison County Abstract Company**.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, Gunnison County Abstract Company has adopted this Privacy Policy to govern the use and handling of your personal information.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications, forms and in other communications, whether in writing, in person, by telephone or any other means.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.
- Ditch Companies, City Service Providers, Home/Land Owner Associations, Division of Water Resources.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.