

PUBLIC SALE

Pursuant to C.R.S. 30-11-101 and Moffat County Resolution 2019-39, The Moffat County Board of County Commissioners will be conducting a live auction for the sale of the following described real property, located in Moffat County, Colorado:

Moffat County, a body politic, holds title to the following described real property located at 1374 Sequoia Ave., Craig, CO 81625 Moffat County, Colorado:

Parcel Number: 0657-263-02-008 Subd: Shadow Mountain Village Lot: 8 Block: 3 Filling: #2

A live auction will be conducted by the Moffat County Commissioners following the regularly scheduled board meeting at 10:00 AM on May 28, 2019, 221 West Victory Way, Craig, Colorado 81625.

The real property will be sold to the highest and best bidder who submits a bid over the minimum bid of \$14,000.00 (Fourteen Thousand Dollars) and who agrees to Additional Provisions below. The successful bidder must deposit the full amount of the winning bid at the time the bid is awarded and contract to purchase. All costs associated with the sale of this property shall be paid by the Buyer.

Additional Provisions: Moffat County agrees to sell and Buyer agrees to buy the property described above for a minimum bid of \$14,000.00. Buyer agrees to take the Property "AS IS" agrees to indemnify Seller (Moffat County) for any possible environmental contaminants in the soil. Buyer shall pay all costs associated with the sale of this property. Those costs include but are not limited to title insurance, re-platting, re-zoning, or survey work.

Release: Buyer agrees that, subject to Moffat County's representations, Moffat County shall not be responsible or liable to Buyer for any defects, errors or omissions, or on account of any other conditions affecting the Property, because Buyer is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Buyer, or anyone claiming by, through or under Buyer, hereby fully releases Moffat County, its elected officials, employees, consultants, and agents from, and irrevocably waives its right to maintain, any and all claims and causes of action that it may now have or hereafter acquire against Moffat County, its elected officials, employees, consultants, and agents for any costs, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Moffat County's representations. Buyer hereby waives any Environmental Claim which it now has or in the future may have against Moffat County, provided however, such waiver shall not apply to any Environmental Claim affecting or relating to any portion of the Property conveyed by Moffat County or Buyer which arises after Buyer's acquisition of such portion of the Property as a result of any actions by Moffat County, at or under such portion of the Property. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. The terms of the disclaimers and releases set forth in this Release shall survive the Closing and delivery of the deed to Buyer.

Information on this property including exhibits A and B are available for review at the office of Development Services, 221 W. Victory Way #250, Craig, CO 81625. For further information please contact Roy Tipton at 970-824-9160.



Property Record Card

Moffat Assessor



MEYER, JUDITH ANN
P.O. BOX 873
OAK CREEK, CO 80467-0873

Account: R003161
Tax Area: 04 - 01FG
Acres: 0.000

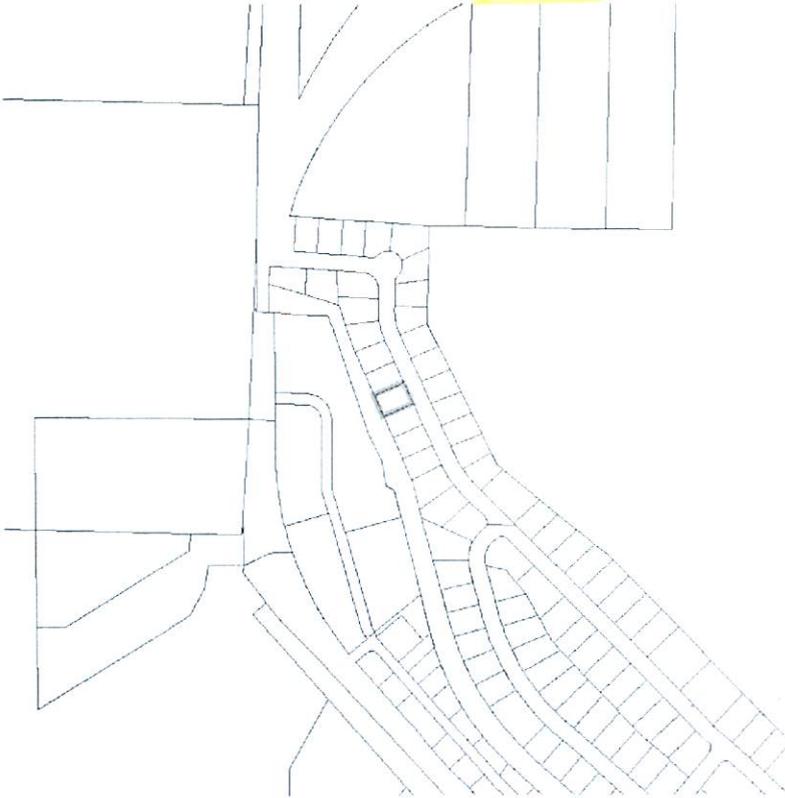
Parcel: 0657-263-02-008
Situs Address:
1374 SEQUOIA AVE
CRAIG, 81625

Value Summary

Value By:	Market	Override
Land (1)	\$23,000	N/A
Total	\$23,000	\$23,000

Legal Description

Subd: SHDW MTN VILLAGE Lot: 8 Block: 3 FILING #2



Sale Data

Doc. #	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
B352003 P	01/31/1994	SD	U	N	\$6,900	333.33	\$6,900	333.33	\$6,900	333.33

Property Record Card

Moffat Assessor

Land Occurrence 1

Property Code	0100 - VACANT RES LOTS	Economic Area	1 - CRAIG 1
Land Use Code	1180 - SHADOW MTN VILLAGE	Land Parcel Number	065726302008
Rate	\$20,000.00		

SubArea	SELA	GARAGESEF	ACTUAL_MEAS	ACTUAL	REGCONS	EFFECTIVE
Land I.				1		1
Total				1.00		1.00
	Value	Rate	Rate	Rate	Rate	Rate
	\$23,000			23,000.00		23,000.00

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
0100	VACANT RES LOTS		\$23,000	\$6,670	NA	NA
Total			\$23,000	\$6,670	NA	NA

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

Transmittal Information

Date: **04/15/2019**
File No: **3265CEN**
Property Address: **1374 Sequoia Ave., Craig, CO 81625**
Buyer\Borrower: **TBD**
Seller: **Moffat County a Body Corporate and Politic**

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

Escrow Officer:

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

Title Officer:

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

Copies Sent to:

Buyer:
TBD

DELIVERED VIA: AGENT

Seller:
Moffat County a Body Corporate and Politic
221 W. Victory Way
Craig, CO 81625
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Thank you for using Northwest Title Company



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

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, 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 Policy Amount and the name of the Proposed Insured.

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

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Northwest Title Company

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



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

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 signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “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.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in 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) signed 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 shall not be 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;
 - (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE A

- 1. Effective Date: **April 10, 2019, 5:00 pm**
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$15,000.00**
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<u>Basic Owner's Policy</u>	\$	250.00
Total:	\$	250.00

- 3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in:
Moffat County a Body Corporate and Politic
NOTE: Please see exception No. 15.
- 5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **1374 Sequoia Ave., Craig, CO 81625**

Countersigned
Northwest Title Company

By: *Whitney Myers*

Whitney Myers

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EXHIBIT "A"

Situated in the County of Moffat, State of Colorado:

**Lot 8 in Block 3 of Shadow Mountain Village Filing No. 2,
according to the Plat thereof filed September 2, 1980 as Misc. #5273.**

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COMMITMENT FOR TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company***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.
5. **Release of Lien by The City of Craig, in the amount of \$597.78, recorded February 23, 2007 at Reception No. 2007-0929.**
6. **Certificate of Satisfaction issued by the Clerk of the Court, of Judgment in favor of Moffat County Colorado against Judith A. Meyer, in the amount of \$6,890.20 plus interest and court costs, entered on November 14, 2008 in the Case No. 08C-00317, Moffat County. County Court, County of Moffat, recorded December 10, 2008 at Reception No. 2008-4966.**
7. **A certified copy of Corporate Resolution of the Board of Directors of Moffat County a body Corporate and Politic reciting that Moffat County a Body Corporate and Politic purchased the property, describing it, and accepting title by deed recorded October 4, 2018 at Reception No. 2018-3002, and ratifying and confirming the sale and conveyance to TBD. Said Resolution must be certified by an Officer of the corporation with the Corporate Seal affixed.**
8. **Warranty Deed from Moffat County a Body Corporate and Politic to TBD.**
NOTE: Please see exception No. 15.

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9. Final Affidavit and Agreement to be signed by sellers and buyer at closing.

NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact Northwest Title Company immediately for further review prior to closing.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. "...and also 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; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States", and "Reserving, however, to the United States, all coal in the lands so entered, and to it, or persons authorized by it, the right to prospect for, mine, and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909 (35 Stat., 944)", as reserved in United States Patent dated May 26, 1910 and recorded July 5, 1910 in Book "G" at Page 234, and any and all assignments thereof or interests therein.
10. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race,

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color, religion, national origin, sex, handicap or familial status as contained in the instrument recorded August 26, 1972 in Book 378 at Page 403, and as modified by the Waiver of Restrictive Covenants recorded January 2, 1975 in Book 399 at Page 151, and as modified by the Waiver of Restrictive Covenants recorded July 17, 1975 in Book 403 at Page 108.

11. "EXCEPTING AND RESERVING, unto the GRANTORS, all of the right, title and interest said GRANTORS now have, or except for the execution of these premises, might or could have, in and to the coal, oil, gas, uranium, and any and all other minerals of every kind and character (where similar or dissimilar to the said named minerals), found, or to be found in, upon or underlying said property, and further reserving to the said GRANTORS the right to enter upon and use the surface of said property to prospect for, drill for, mine, develop and remove the so-reserved minerals, as a co-owner, subject, however, to the payment of all reasonable damages to the surface estate caused by operations under this reservation", as reserved by Guy Thomas Shefstead and Holmes Manley Shefstead in the Deed to Colorado-Ute Electric Association, Inc., dated July 17, 1975 and recorded July 17, 1975 in Book 403 at Page 103, and any and all assignments thereof or interests therein, AS AMENDED AND MODIFIED by Partial Release of Surface Rights from Guy T. Shefstead and Holmes M. Shefstead to Colorado-Ute Electric Association, Inc., dated July 17, 1975 and recorded July 17, 1975 in Book 403 at Page 106, wherein said Guy T. Shefstead and Holmes M. Shefstead "...agree that notwithstanding the terms and provisions of said Oil and Gas Lease, or any subsequent mineral Leases, no well will be drilled nor will entry be made on the following described tract of land ..."
12. Terms, Agreements, Provisions, Conditions and Obligations as contained in the Agreement between the City of Craig and Colorado-Ute Electric Association, Inc., a Colorado Corporation, recorded November 24, 1975 in Book 406 at Page 262.
13. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion, national origin, sex, handicap or familial status, as contained in the instrument recorded May 5, 1986 as Misc. #6677, Reception No. 306692.
14. 15' Easement for Utility and Drainage purposes as shown on the recorded Plat of said Subdivision, said easements being along the east side.
15. Lack of Marketability of Title for a period of 9 years from the date of the Treasurer's Deed to Moffat County a body corporate and Politic, resulting from the exercise of any right to challenge the status of Title under the Tax Sale Statutes of the State of Colorado.

NOTE: This exception may be deleted if either of the following options are exercised:

- (a) Quiet Title Action. (There will be a lack of marketability exception for a period of 6 months from the date Quiet Title Decree is issued.)
- or
- (b) Obtain and record a properly executed deed from the prior owner Judith Ann Meyer, who lost the property at tax sale.

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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

of

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** 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

MOFFAT COUNTY Treasurer



20183002 10/4/2018 2:41 PM
1 of 2 TRD R\$0.00 D\$0.00

Lila Herod
Moffat County Clerk

TREASURER'S DEED 2017-44

Certificate Number: 2013034
Schedule Number: R003161
Owner: Judith Ann Meyer
Certificate Holder: Moffat County

Treasurer's Deed
Issued to: Moffat County a Body Corporate and Politic

Know all men by these presents, that, whereas, the following described real property, viz:

LEGAL DESCRIPTION

R003161

SUB: SHDW MTN VILLAGE LOT: 8 BLOCK: 3 FILING #2

Situated in the County of Moffat, and State of Colorado, was subject to taxation for the year A.D. 2013;

And, whereas, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named; and, whereas, the Treasurer of the said County did, on the 6TH DAY OF NOVEMBER A.D. 2014 by virtue of the authority vested in him by law, at the sale begun and publicly held on the 6TH DAY OF NOVEMBER A.D. 2014 expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on the real property above described for the payment of the taxes, delinquent interest, and costs then due and remaining unpaid on said real estate property;

And, whereas, at the time and place aforesaid, Charles Carpenter of the County of Moffat and State of Colorado bid on the tax lien on all of the above described real property the sum of FIVE HUNDRED SIX DOLLARS and 01 CENTS being the whole amount of taxes, delinquent interest, and costs then due and remaining unpaid upon said real property for that year, and the said, Charles Carpenter, having offered in their said bid to pay the sum of FOUR DOLLARS and 99 CENTS in excess of said taxes, delinquent interest, and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, delinquent interest, and costs so due upon said real property for that year, and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to them at that price;

That said, Charles Carpenter, did on the 8th day of September A.D. 2015 duly assign the certificate of the sale of the tax lien on the real property as aforesaid, and all his rights, title, and interest in said real property, to Moffat County of the county of Moffat and state of Colorado

MOFFAT COUNTY Treasurer



20183002 10/4/2018 2:41 PM
2 of 2 TRD R\$0.00 D\$0.00

Lila Herod
Moffat County Clerk

And, whereas, the said, Moffat County has paid subsequent taxes on said real property to the amount of FIVE HUNDRED TWENTY NINE DOLLARS and 16 CENTS.

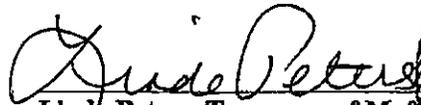
And, whereas, more than three years have elapsed since the date of the said sale, and the said real property has not been redeemed there from as provided by law;

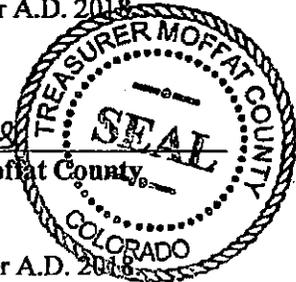
And, whereas, the said real property was valued for assessment for that year at the amount of: \$6,670.

And, whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the Treasurer of said County;

Now, therefore, I, Linda Peters, Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained, and sold, and by their presents do grant, bargain, and sell the above and foregoing described real estate property unto the said, Moffat County, A Body Corporate and Politic, their heirs and assigns, forever, subject to all the rights of redemption by minors, or incompetent persons, as provided by law.

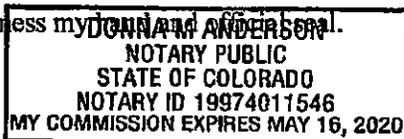
In witness whereof, I, Linda Peters, Treasurer, as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal this 4th day of October A.D. 2018.


Linda Peters, Treasurer of Moffat County



STATE OF COLORADO
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this 4th day of October A.D. 2018
By Linda Peters as Treasurer of said County.

Witness my hand and seal:

NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974011546
MY COMMISSION EXPIRES MAY 16, 2020


Notary Public

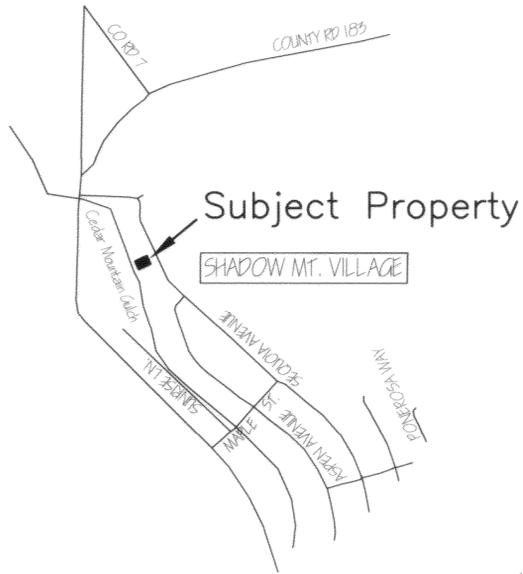
Previous Owner: Judith Ann Meyer
Certificate Number: 2013034
Schedule Number: R003161

Mailing Address for Future Tax Statements:

Moffat County a Body Corporate and Politic
221 W. Victory Way
Craig, CO 81625
AWilson

Vicinity Map

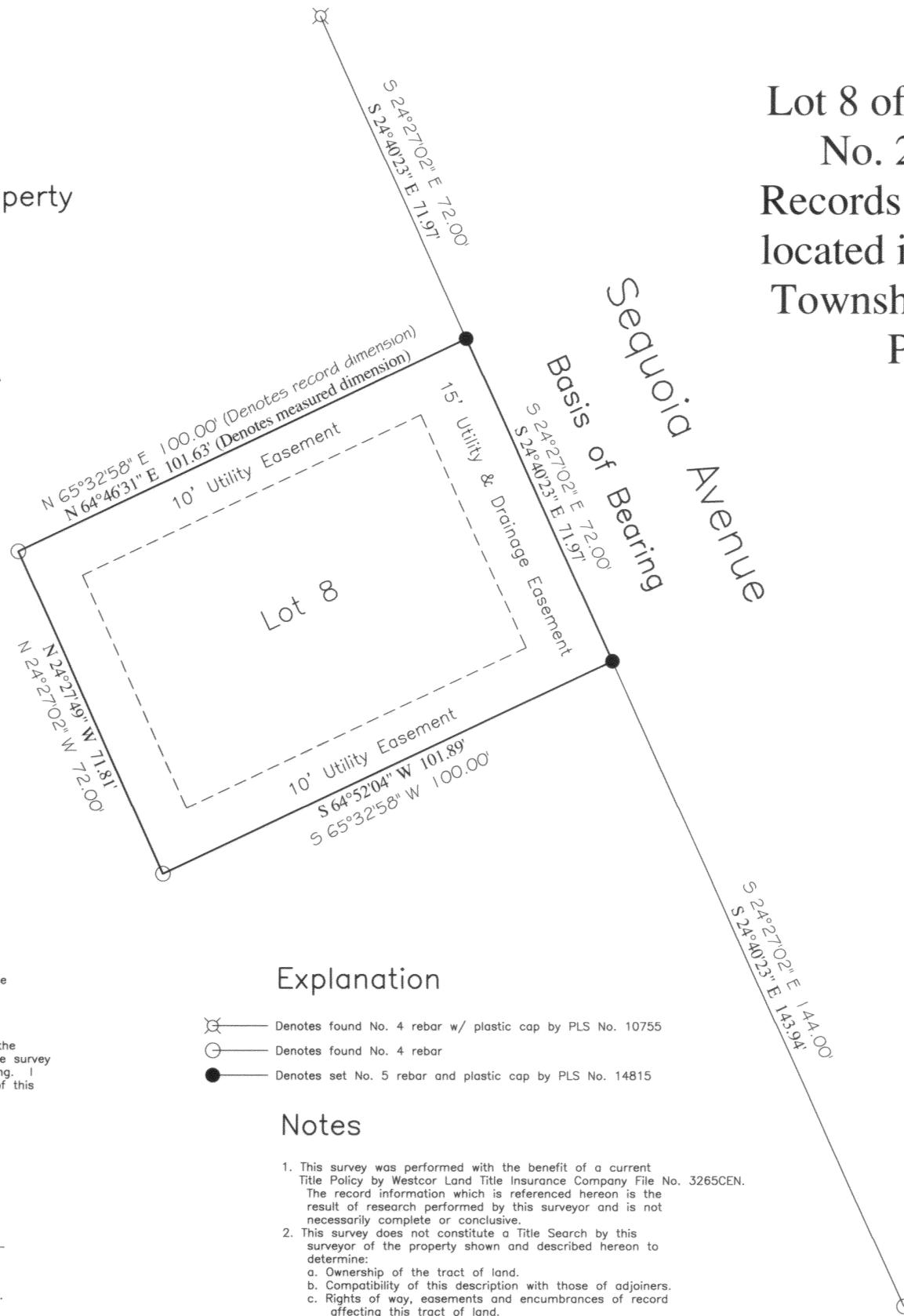
Not to Scale



Land Survey Plat

for

Lot 8 of Block 3 of Shadow Mountain Village
No. 2 as recorded in the Moffat County
Records at Misc. File #5273, said parcel being
located in the southwest quarter of Section 26,
Township 7 North, Range 91 West of the 6th
P.M., Moffat County, Colorado



Property Address

1374 Sequoia Avenue
Craig, Colorado 81625

Property Description

Lot 8 in Block 3 of Shadow Mountain Village filing No. 2, according to the Plat thereof filed September 2, 1980 as Misc. #5273.

Clerk & Recorder's Certificate

This Plat was deposited for record in the office of the Moffat County Clerk & Recorder, in the State of Colorado

at ____ M on the _____ day of _____

_____, 201____.

Clerk & Recorder.

By: _____
Deputy

Surveyor's Certificate

I, Peter Epp, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify specifically and only to

Moffat County,

being the owner(s) of the herein described real property, that the boundary drawing shown hereon represents a good and accurate survey made upon the ground under my direct supervision and checking. I further certify that the notes shown hereon are made a part of this certification and that all monuments exist as shown.

The word "certify" or "certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief. As such, it does not constitute a guarantee, nor a warranty, expressed or implied.

Peter Epp Colorado P.L.S. No. 14815
Dated this 13th day of May 2019

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

Explanation

- Denotes found No. 4 rebar w/ plastic cap by PLS No. 10755
- Denotes found No. 4 rebar
- Denotes set No. 5 rebar and plastic cap by PLS No. 14815

Notes

1. This survey was performed with the benefit of a current Title Policy by Westcor Land Title Insurance Company File No. 3265CEN. The record information which is referenced hereon is the result of research performed by this surveyor and is not necessarily complete or conclusive.
2. This survey does not constitute a Title Search by this surveyor of the property shown and described hereon to determine:
 - a. Ownership of the tract of land.
 - b. Compatibility of this description with those of adjoining.
 - c. Rights of way, easements and encumbrances of record affecting this tract of land.
3. Bearings are based on the designated line as shown on this drawing which is considered to bear South 24°27'02" East. Monumentation at the points of termination of said line are as shown on this plat.
4. This Land Survey Plat and the information shown hereon may not be used for any additional or extended purpose beyond that for which it was intended and may not be used by any parties other than those to which it is certified.

EPP & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

433 4th Avenue West
P.O. Box 837
Craig, CO 81625

Phone (970) 824-8236
Fax (970) 824-5227

Moffat County Property
Shadow Mountain Village
Craig, CO 81625

Scale	Date	Drawing No.	Drawn By	Job No.
1" = 20'	09may19		P. Epp	19.101-03