

## **INVOICE**

## Land Title Guarantee Company 5975 Greenwood Plaza Blvd Suite 125 Greenwood Village, CO 80111 970-927-0405

MYLER LAW FIRM PC DAVE MYLER 211 MIDLAND AVE #201 BASALT, CO 81621

## **Reference**

Your Reference Number: TBD Commitment - 64006618

Our Order Number: BA-544
Our Customer Number: 29747.1
Invoice Requested by: DAVE MYLER
Invoice (Process) Date: August 21, 2023
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: BA-544 Date: August 21, 2023

Order Number: 64006618

Property Address: TBD CARBONDALE CARBONDALE 81623

Parties: To Be Determined

**Invoice Charges** 

Service: TBD Commitment \$265.00

Ref: 64006618

Addr: TBD CARBONDALE

Party: CRYSTAL OUTDOORS, LLC, A COLORADO LIMITED LIABILITY

COMPAMY

\$265.00

Total Amount Invoiced: \$0.00 Less Payment(s): \$265.00

Balance Due:

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.

Please reference Invoice Number BA-544 on your Payment



## **Customer Distribution**



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **BAR64006618** Date: **08/21/2023** 

Property Address: TBD CARBONDALE, CARBONDALE, CO 81623

## For Closing Assistance

## For Title Assistance

Land Title Roaring Fork Valley
Title Team
200 BASALT CENTER CIRCLE
BASALT, CO 81621
PO BOX 3440
(970) 927-0405 (Work)
(970) 925-0610 (Work Fax)
valleyresponse@ltgc.com

## Seller/Owner CRYSTAL OUTDOORS LLC Delivered via: No Commitment Delivery

Attorney for Seller
MYLER LAW FIRM PC
Attention: DAVE MYLER
211 MIDLAND AVE #201
BASALT, CO 81621
(970) 927-0456 (Work)
(970) 927-0374 (Work Fax)
dmyler@mylerlawpc.com
Delivered via: Electronic Mail



## **Estimate of Title Fees**

**Order Number:** BAR64006618 **Date:** 08/21/2023

Property Address: TBD CARBONDALE, CARBONDALE, CO 81623

Seller(s): CRYSTAL OUTDOORS, LLC, A COLORADO LIMITED LIABILITY COMPAMY

Buyer(s): TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit <a href="https://linear.nih.google.com">ltgc.com</a> to learn more about Land Title.

Estimate of Title Insurance Fees		
"TBD" Commitment	\$2	265.00
TOTA	AL \$2	265.00

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

## **Chain of Title Documents:**

Garfield county recorded 11/20/2018 under reception no. 914336

## Old Republic National Title Insurance Company Schedule A

Order Number: BAR64006618

## **Property Address:**

TBD CARBONDALE, CARBONDALE, CO 81623

1. Effective Date:

07/31/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00

Proposed Insured: TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

**FEE SIMPLE** 

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

CRYSTAL OUTDOORS, LLC, A COLORADO LIMITED LIABILITY COMPAMY

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

## PARCEL 1:

LOT 1

**BLOCK P** 

RIVER VALLEY RANCH PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1996 UNDER RECEPTION NO. 498928, AND ACCORDING TO 2ND BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 2, AND AMENDED PLAT BLOCK P, RIVER VALLEY RANCH, PHASE 1 RECORDED JULY 19, 2000 UNDER RECEPTION NO. 566514

COUNTY OF GARFIELD STATE OF COLORADO

## PARCEL 2:

**GOLF COURSE PARCEL #2** 

RIVER VALLEY RANCH, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1996 UNDER RECEPTION NO. 498928, AND ACCORDING TO 2ND BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 2, AND AMENDED PLAT BLOCK P, RIVER VALLEY RANCH, PHASE 1 RECORDED JULY 19, 2000 UNDER RECEPTION NO. 566514

COUNTY OF GARFIELD STATE OF COLORADO

## PARCEL 3:

GOLF COURSE PARCEL #3

RIVER VALLEY RANCH, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1996 UNDER RECEPTION NO. 498928, AND ACCORDING TO BOUNDARY LINE ADJUSTMENT PLAT NO. 3 GOLF COURSE PARCEL NO. 3, RIVER VALLEY RANCH, PHASE I RECORDED JUNE 5, 2001 UNDER RECEPTION NO. 582146

COUNTY OF GARFIELD STATE OF COLORADO

## Old Republic National Title Insurance Company Schedule A

Order Number: BAR64006618

## PARCEL 4:

GOLF COURSE PARCEL #4
RIVER VALLEY RANCH, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27,
1996 UNDER RECEPTION NO. 498928, AND ACCORDING TO BOUNDARY LINE ADJUSTMENT PLAT NO. 3,
GOLF COURSE PARCEL NO. 4, RIVER VALLEY RANCH, PHASE I RECORDED FEBRUARY 11, 2003 UNDER
RECEPTION NO. 620573

COUNTY OF GARFIELD STATE OF COLORADO

## PARCEL 5:

GOLF COURSE PARCEL #5 AND GOLF COURSE PARCEL #6
RIVER VALLEY RANCH, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27,
1996 UNDER RECEPTION NO. 498928

COUNTY OF GARFIELD STATE OF COLORADO

## PARCEL 6:

THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED JULY 6, 2000 IN BOOK 1196 AT PAGE 328

COUNTY OF GARFIELD STATE OF COLORADO

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# Old Republic National Title Insurance Company Schedule B, Part I (Requirements)

Order Number: BAR64006618

All of the following Requirements must be met:

This 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.

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.

- 1. THE COMPANY WILL REQUIRE A CERTIFICATION STATING THAT THERE HAS BEEN FULL COMPLIANCE WITH THE FIRST REFUSAL PROVISIONS OF THE AGREEMENT AS REFERENCED IN ITEM NO. 77 OF SCHEDULE B.
- 2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR CRYSTAL OUTDOORS, LLC, A COLORADO LIMITED LIABILITY COMPAMY RECORDED NOVEMBER 20, 2018 UNDER RECEPTION NO. 914341 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES DAN COLEMAN AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. RELEASE OF DEED OF TRUST DATED APRIL 03, 2019 FROM CRYSTAL OUTDOORS, LLC, A COLORADO LIMITED LIABILITY COMPAMY TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$975,000.00 RECORDED APRIL 03, 2019, UNDER RECEPTION NO. 918855.

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED APRIL 03, 2019, UNDER RECEPTION NO. <u>918856</u>.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

## Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

Order Number: BAR64006618

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.
- 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 of the proposed
  insured acquires of record for value the estate or interest or mortgage thereon covered by this
  Commitment.
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 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.
- 8. EXISTING LEASES AND TENANCIES
- 9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 06, 1894, IN BOOK 12 AT PAGE 295.
- 10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 05, 1910, IN BOOK 73 AT PAGE 34.
- 11. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 09, 1894, IN BOOK 12 AT PAGE 334.
- 12. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 10, 1893, IN BOOK 12 AT PAGE 205.
- 13. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 01, 1904, IN BOOK 56 AT PAGE 509.
- 14. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 10, 1893, IN BOOK 12 AT PAGE 204.

## Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

- 15. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 06, 1894, IN BOOK 12 AT PAGE 295.
- 16. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 15, 1910, IN BOOK 73 AT PAGE 34.
- 17. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 09, 1894, IN BOOK 12 AT PAGE 334.
- 18. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 10, 1893, IN BOOK 12 AT PAGE 205.
- 19. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 01, 1904, IN BOOK 56 AT PAGE 509.
- 20. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 10, 1893, IN BOOK 12 AT PAGE 204.
- 21. TERMS AND CONDITIONS OF ORDINANCES RECORDED MAY 21, 1981 IN BOOK 572 AT PAGE 467, RECORDED JUNE 9, 1982 IN BOOK 600 AT PAGE 935 AND RECORDED DECEMBER 8, 1982 IN BOOK 614 AT PAGES 356 AND RECORDED DECEMBER 8, 1982 IN BOOK 614 AT PAGE 357.
- 22. TERMS AND CONDITIONS OF AGREEMENT FOR INCLUSION IN THE CARBONDALE SANITATION DISTRICT RECORDED APRIL 28, 1983 IN BOOK 626 AT PAGE 188.
- 23. COVENANTS AS CONTAINED IN DEED RECORDED FEBRUARY 5, 1942 IN BOOK 205 AT PAGE 411.
- 24. UNDIVIDED ONE-FOURTH INTEREST IN ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LANDS TOGETHER WITH THE POWER TO TAKE ALL USUAL, NECESSARY OR CONVENIENT MEANS FOR PROSPECTING FOR, WORKING, MINING, TAKING OUT, PREPARING FOR MARKET AND TAKING AWAY SAID MINERALS AND THE RIGHT OF INGRESS AND EGRESS AS RESERVED IN DEED RECORDED FEBRUARY 28, 1949 IN BOOK 240 AT PAGE 577, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
- 25. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JANUARY 16, 1995 IN BOOK 928 AT PAGE 865 AND AMENDMENT RECORDED JANUARY 16, 1995 IN BOOK 928 AT PAGE 897.
- 26. TERMS, CONDITIONS AND PROVISIONS OF DITCH AGREEMENT RECORDED JANUARY 16, 1995 IN BOOK 928 AT PAGE 983.
- 27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 16, 1995, IN BOOK 929 AT PAGE 1.
- 28. RESTRICTIVE COVENANTS AND EASEMENTS AS CONTAINED IN INSTRUMENT RECORDED JANUARY 16, 1995 IN BOOK 928 AT PAGE 994, AND AS AMENDED IN INSTRUMENT RECORDED JULY 6, 2000 IN BOOK 1196 AT PAGE 316.
- 29. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #23, SERIES OF 1996 RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 840.

## Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

- 30. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RIVER VALLEY RANCH, PHASE I RECORDED SEPTEMBER 27, 1996 UNDER RECEPTION NO. 498928.
- 31. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT RECORDED SEPTEMBER 27, 1996, IN BOOK 993 AT PAGE 851 AND AS AMENDED INSTRUMENT RECORDED DECEMBER 06, 1996, IN BOOK 1002 AT PAGE 443, AND AS AMENDED IN INSTRUMENT RECORDED AUGUST 12, 1997 IN BOOK 1029 AT PAGE 822, AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 9, 1998 IN BOOK 1052 AT PAGE 901, AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 18, 1998 IN BOOK 1098 AT PAGE 844.
- 32. TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF LOWLINE DITCH EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 975.
- 33. TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF BOWLES & HOLLAND DITCH EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 980.
- 34. TERMS, CONDITIONS AND PROVISIONS OF WATER RIGHTS OPERATING AGREEMENT RECORDED SEPTEMBER 27, 1996 IN BOOK 994 AT PAGE 1, ASSIGNMENT RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 257 AND RE-RECORDED JANUARY 22, 2004 IN BOOK 1556 AT PAGE 479 AND ASSIGNMENT RECORDED AUGUST 10, 2012 AT RECEPTION NO. 822640 AND ASSIGNMENT OF OPERATING RIGHTS RECORDED NOVEMBER 20, 2018 AS RECEPTION NO. 914339.
- 35. TERMS, CONDITIONS, PROVISIONS EASEMENTS, AND RIGHTS OF WAY OF DECLARATION OF GOLF COURSE PLAY AND OPERATIONAL EASEMENT RECORDED SEPTEMBER 27, 1996 IN BOOK 994 AT PAGE 13 AND AMENDMENT RECORDED JUNE 29, 2015 AT RECEPTION NO. 864652.
- 36. TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF TOWN OF CARBONDALE DITCH AGREEMENTS RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 985 AND AT PAGE 922.
- 37. TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF WEAVER LEONHARDY DITCH AGREEMENTS RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 991, AT PAGE 997, AT PAGE 933 AND AT PAGE 944.
- 38. TERMS, CONDITIONS, PROVISIONS, EASEMENTS AND RIGHTS OF WAY FOR ROCKFORD DITCH AGREEMENT RECORDED SEPTEMBER 27, 1996 IN BOOK 993 AT PAGE 957.
- 39. ANY RIGHTS, INTERESTS OR EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, OR THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PAST AND PRESENT BED, BANKS OR WATERS OF CRYSTAL RIVER.
- 40. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY NATURAL OR OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ANY CAUSE, NATURAL OR UNNATURAL, OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF WATERS IN THE CRYSTAL RIVER LYING WITHIN SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS.
- 41. TERMS, CONDITIONS, PROVISIONS, COVENANTS, OBLIGATIONS AND RESTRICTIONS AS SET FORTH IN JOINT DEVELOPMENT AND GOLF OPERATING AGREEMENT RECORDED AUGUST 13, 1997 IN BOOK 1030 AT PAGE 77.
- 42. TERMS, CONDITIONS, PROVISIONS EASEMENTS AND RIGHTS OF WAY OF DECLARATION OF EASEMENT (ACROSS A PORTION OF GOLF COURSE PARCEL 2 FOR THE BENEFIT OF LOTS 4 AND 5, BLOCK L), RECORDED JULY 21, 1997 IN BOOK 1026 AT PAGE **908**.

## Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

- 43. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF GOLF COURSE PARCEL NO. 2, RIVER VALLEY RANCH RECORDED AUGUST 12, 1997 UNDER RECEPTION NO. 512237.
- 44. TERMS, CONDITIONS AND PROVISIONS OF AMENDED AND RESTATED WATER DELIVERY,
  MANAGEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 7, 2011 UNDER RECEPTION
  NO. 811737 AND ASSIGNMENT THEREOF RECORDED NOVEMBER 20, 2018 AS RECEPTION NO. 914340.
- 45. TERMS, CONDITIONS, PROVISIONS, COVENANTS, RESTRICTIONS, RIGHT OF FIRST REFUSAL AND EASEMENTS AS SET FORTH AND RESERVED IN SPECIAL WARRANTY DEED RECORDED AUGUST 13, 1997 IN BOOK 1030 AT PAGE 51.
  - QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED AUGUST 7, 2012 AT RECEPTION NO. 822481.
- 46. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED AUGUST 13, 1997 IN BOOK 1030 AT PAGE 137.
- 47. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED AUGUST 13, 1997 IN BOOK 1030 AT PAGE 77.
- 48. TERMS, CONDITIONS AND PROVISIONS OF LANDSCAPE EASEMENT AGREEMENT RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 181.
- 49. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT OF RIGHTS RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 189.
- 50. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED JULY 29, 2003 IN BOOK 1499 AT PAGE 39.
- 51. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT OF RIGHTS RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 243.
- 52. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT OF AGREEMENT RIGHTS RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 250.
- 53. EASEMENT FOR WATER IRRIGATION LINE RECORDED NOVEMBER 12, 2003 IN BOOK 1537 AT PAGE 223 AND AT PAGE 233 AND AT PAGE 238.
- 54. TERMS, CONDITIONS AND PROVISIONS OF DRAINAGE AGREEMENT RECORDED FEBRUARY 05, 2004 IN BOOK 1559 AT PAGE 415.
- 55. TERMS, CONDITIONS AND PROVISIONS OF LANDSCAPE AGREEMENT RECORDED DECEMBER 22, 2005 IN BOOK 1757 AT PAGE 782.
- 56. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LICENSE AND EASEMENT RECORDED AUGUST 02, 2006 IN BOOK 1827 AT PAGE 838.
- 57. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RIVER VALLEY RANCH IMPROVEMENT SURVEY RECORDED NOVEMBER 12, 2003 UNDER RECEPTION NO. 640540.
- 58. RESERVATION OF OIL, GAS, MINERALS AND MINERAL INTERESTS AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 16, 1995 IN BOOK 928 AT PAGE 951.
- 59. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BASALT WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 01, 1997, IN BOOK 1014 AT PAGE 30.

## Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

- 60. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 2, RIVER VALLEY RANCH, PHASE I RECORDED OCTOBER 26, 1999 UNDER RECEPTION NO. 554352.
- 61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY LINE ADJUSTMENT AFFIDAVIT RECORDED JULY 06, 2000 IN BOOK 1196 AT PAGE 330.
- 62. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 4, RIVER VALLEY RANCH, PHASE I RECORDED JULY 19, 2000 UNDER RECEPTION NO. 566513.
- 63. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF 2ND BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 2, AND AMENDED PLAT BLOCK P, RIVER VALLEY RANCH, PHASE I RECORDED JULY 19, 2000 UNDER RECEPTION NO. 566514.
- 64. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT GOLF COURSE PARCEL NO. 3, RIVER VALLEY RANCH, PHASE I RECORDED SEPTEMBER 29, 2000 UNDER RECEPTION NO. 569996.
- 65. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT NO. 2, GOLF COURSE PARCEL NO. 4, RIVER VALLEY RANCH, PHASE I RECORDED JUNE 05, 2001 UNDER RECEPTION NO. 582145.
- 66. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT NO. 3, GOLF COURSE PARCEL NO. 3, RIVER VALLEY RANCH, PHASE I RECORDED JUNE 05, 2001 UNDER RECEPTION NO. 582146.
- 67. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT FOR RELOCATION OF ACCESS EASEMENT RECORDED NOVEMBER 01, 2002 IN BOOK 1402 AT PAGE 98.
- 68. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF PERMANENT EASEMENT RECORDED NOVEMBER 01, 2002 IN BOOK 1402 AT PAGE 202.
- 69. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF PERMANENT EASEMENT RECORDED NOVEMBER 01, 2002 IN BOOK 1402 AT PAGE 209.
- 70. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT FOR RELOCATION OF EASEMENT RECORDED NOVEMBER 01, 2002 IN BOOK 1402 AT PAGE 338.
- 71. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF PERMANENT EASEMENT RECORDED NOVEMBER 01, 2002 IN BOOK 1402 AT PAGE 384.
- 72. TERMS, CONDITIONS, PROVISIONS, COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH AND RESERVED BY SPECIAL WARRANTY DEED GOLF SUPPORT AREAS RECORDED NOVEMBER 5, 2002 IN BOOK 1403 AT PAGE 878.
  - NOTE: UPON RECORDATION OF A QUIT CLAIM DEED FROM CRYSTAL RIVER LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP TO TO BE DETERMINED RELINQUISHING THE EASEMENTS AND COVENANTS CONTAINED THEREIN, THE FOREGOING EXCEPTION WILL BE DELETED.

# Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

- 73. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BOUNDARY LINE ADJUSTMENT PLAT NO. 3, GOLF COURSE PARCEL NO. 4, RIVER VALLEY RANCH, PHASE I RECORDED FEBRUARY 11, 2003 UNDER RECEPTION NO. 620573.
- 74. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT BY AND BETWEEN ROFO DEVELOPMENT 1, LLC AND RIVER VALLEY RANCH GOLF CLUB RECORDED NOVEMBER 09, 2009 UNDER RECEPTION NO. 777523.
- 75. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT BY AND BETWEEN ROFO DEVELOPMENT 1, LLC AND RIVER VALLEY RANCH GOLF CLUB RECORDED NOVEMBER 12, 2009 UNDER RECEPTION NO. 777679.
- 76. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JUNE 29, 2015 UNDER RECEPTION NO. 864652.
- 77. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RIGHT OF FIRST REFUSAL RECORDED JANUARY 17, 2019 AS RECEPTION NO. <u>916433</u>.



## Land Title Guarantee Company Disclosure Statements

## Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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:** Effective September 1, 1997, CRS 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.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



# Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Guarantee Company of Summit County Land Title Insurance Corporation and Old Republic National Title Insurancy Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

• The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the
  course of our business, but only to the extent necessary for these providers to perform their services and to
  provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## **Commitment For Title Insurance** Issued by Old Republic National 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **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
- (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, 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 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:
  - 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.

### 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 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 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 ARRITRATION

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.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by: Land Title Guarantee Company 3033 East First Avenue Suite 600 Denver, Colorado 80206 303-321-1880

Craig B. Rants, Senior Vice President



## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

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Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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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