



## LAND USE APPLICATION

### Staff Use Only

Application Number: \_\_\_\_\_

Application Fee(s) = \$ \_\_\_\_\_

Received By: \_\_\_\_\_

Date Received: \_\_\_\_\_

Application Deemed Complete:

Date: \_\_\_\_\_

By: \_\_\_\_\_

1. Application is made for: (please **bold/underline** one of the following)

Minor Use Permit

Administrative Permit

**Conditional Use Permit**

Site Plan

Alternative Design

Other: \_\_\_\_\_

Annexation

Planned Unit Development 1 2

Historic Site Designation

Right of Way Vacation

Variance or Appeal

Zoning

Major Subdivision 1 2 3

Minor Subdivision

Administrative Subdivision

2. Project Name: Kunub, Inc.

please print or type legibly

3. Contact information: (a list of additional contacts may be attached)

Owner Name: Berry Ears Holdings, LLC Applicant Name: John & Jennifer Kelly

Address: P.O. Box 937 Hayden, CO 81639 Address: P.O. Box 937 Hayden, CO 81639

Telephone: 970-761-5136 Telephone: 970-761-5136

E-mail: John E Kunub, com E-mail: John E Kunub, com

4. Property Description:

Address or Location: 461 Enterprise street Hayden, CO 81639

Existing Zoning: Commercial Existing Use: 41 North Greenhouse (vacant)

Proposed Zoning: Commercial Proposed Use: Colorado Licensed Retail Marijuana Production

5. Purpose: (describe intent of this application in 1-2 sentences)

Purchasing the building at 461 Enterprise street Hayden, CO 81639 to move our current licensed marijuana operation from 499 Enterprise street to the new address

**6. Certification:** (must be signed in ink)

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: John Kelly Date: 4/28/2025 Bear Ears Holdings LLC

Owner: Donna Kelly Date: 4/28/2025 **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Hayden must be submitted prior to having this application processed.

Applicant: John Kelly Date: 4/28/2025

**Submittals:**

- ☒ Completed application form
- ☐ Owners' Power of Attorney, if application is not signed by property owner
- ☒ Title insurance commitment – dated within sixty (60) days of application submittal
- ☒ Legal description of the property
- ☒ Survey no more than three (3) years old stamped by Colorado licensed surveyor
- ☒ Fees
- ☐ Required studies and reports (please list): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Other (please list): \_\_\_\_\_  
\_\_\_\_\_

**Office Use Only**

Referrals Mailed/Delivered

Date: \_\_\_\_\_ By: \_\_\_\_\_

Agencies: \_\_\_\_\_  
\_\_\_\_\_

Notices Mailed to Property Owners  
w/in 150'/300', (as applicable)

Date: \_\_\_\_\_ By: \_\_\_\_\_

Legal Notice Publication

Sent to paper: \_\_\_\_\_ Publication Date: \_\_\_\_\_

Posted: \_\_\_\_\_ By: \_\_\_\_\_

Property Posted

Date: \_\_\_\_\_ Proof of Posting Rec'd: \_\_\_\_\_



# Conditional Use Permit

## Application Checklist and Process Information

In order to provide flexibility and to help diversify uses within a zoning district, specified uses are permitted in certain districts subject to the granting of a conditional use permit. Specific conditional uses for each zone district are listed in the Uses by Zoning District Table. Because of their unusual or special characteristics, conditional uses require review and evaluation so that they may be located properly with respect to their effects on surrounding properties. The review process is intended to assure compatibility and harmonious development between conditional uses, surrounding properties and the Town at large. Conditional uses may be permitted subject to such conditions and limitations as the Town may prescribe to ensure that the location and operation of the conditional uses will be in accordance with the conditional use criteria. The scope and elements of any conditional use may be limited or qualified by the conditions applicable to the specific property. Where conditions cannot be devised to achieve these objectives, applications for conditional use permits shall be denied.

### Checklist for Required Items:

The following information should be submitted to the Hayden Town Planner. Only complete applications will be accepted. Please use the following checklist to complete your application. The originals and all documents requiring a signature must be signed.

Project Name: 481 ENTERPRISE STREET

### Submittal Package Items

Applicant ✓	Town By/ Date	Checklist Items, Application Submittal Requirements 10.16.020(b)(2) & Supplemental Submittal Requirements
✓		1. <b>Application Fee</b> of \$500 + \$500 for Town Deposit (See separate Agreement form). <i>Verify with Town staff that application fees are still current and whether a Agreement for Payment Form is required.</i>
		2. <b>Completed Development Application form</b> (1 copy & PDF)
✓		3. <b>Signed Agreement for Payment Form</b> for development review expenses incurred by the Town. (1 copy & PDF)
N/A		4. <b>Title Commitment</b> (dated within 60 days of submission to the Town) and copies of all documents listed in the exceptions. (1 copy & PDF)
✓		5. <b>Site Plan</b> (1 copy, minimum 11"x17" and 1 PDF)





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✓		<b>6. General Development Information (1 copy &amp; PDF).</b> A written (narrative) description addressing how the proposed development conforms to the Town Development Code and the Master Plan.
		<b>7. Pre-Application Notes (1 copy &amp; PDF).</b> Provide prior staff notes, discussion items, and process steps relative to this application.

*\*See pages 2 and 3 for complete description of the requirements.*

## Document Preparation Details

Applicant	Town	Checklist Items, Supplemental Submittal Requirements
✓	✓	
✓		<b>1. Site Plan Map (1 copy, minimum 11"x17" and 1 PDF)</b>
✓		A. Title of project.
✓		B. North arrow, scale (not greater than 1"=100') and date of preparation.
✓		C. Vicinity Map.
✓		D. Address of project.
✓		E. Legal description of project.
✓		F. Name, address and phone number of property owner.
✓		G. Name, address and phone number of person or firm responsible for plan.
✓		H. Lot size (square footage).
✓		I. Bearings and distances of all lot lines.
✓		J. Existing and proposed easements and rights-of-way.
✓		K. Existing and proposed paved areas and sidewalks on the site and in the adjacent rights-of way, all dimensioned, showing how pedestrians will have access to the site and buildings.
✓		L. Gathering areas for people.
✓		M. Existing and proposed curb cuts on the site and in adjacent rights-of-way (on both sides of perimeter streets), all dimensioned.
✓		N. Existing and proposed two (2) – foot contours.
✓		O. Existing waterways on or adjacent to the site.
✓		P. Finished floor elevations for all structures.
✓		Q. Footprint (including roof overhangs and eaves, decks, balconies, outside stairs and landings) of all proposed structures and their use with their dimensions and locations noted with respect to the property lines.
✓		R. Existing structures and their use.
✓		S. Square footage of the proposed building(s) and the footprint of the proposed building(s).
✓		T. Proposed structure height.
✓		U. For commercial and industrial uses, the type of activity and number of employees.
✓		V. For multi-family residential, the number of residential units and bedrooms per unit.
✓		W. Location of proposed streets and lights.





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✓		X. Specifications for the signs and lights, including type, height and general conformance to the Code. For commercial and industrial uses, a photometric plan prepared by a qualified electrical or lighting engineer shall be submitted that depicts all lighting fixtures and the light spread (in foot-candles) of those fixtures across the site to all property boundaries.
✓		Y. Proposed traffic controls and striping for all parking areas (all lanes, driveways and parking spaces must be dimensioned).
✓		Z. Trash disposal areas and enclosures including specifications for enclosures.
✓		AA. Location and size of existing and proposed water and sewer service connections and tap sizes (including those for irrigation systems).
✓		BB. Location and size of water and sewer lines to which the service connections will be or are made.
✓		CC. Location and size of water meter(s).
✓		DD. Location and size of backflow-prevention devices.
✓		EE. Indication of how and where perimeter drain will drain (if one exists).
✓		FF. Location of existing electrical lines and poles on or adjacent to the site.
✓		GG. Location of proposed electrical service connection and meter location.
✓		HH. Location of electric transformer.
✓		II. Location of all fire hydrants. If none exist on site, note distance and direction of the closet hydrant adjacent to the site within 500 feet.
✓		JJ. Location of detention/retention areas and storm sewer influence with the required drainage easements.
✓		KK. The distance from the proposed building(s) or structure(s) to adjacent lot lines, easements and adjacent structures.
✓		LL. A land use chart (table). Ask Staff for a chart template.
✓		MM. Certificate blocks for signatures of owner, surveyor, utility providers and Town approval, as applicable.

## Planning & Town Processing

**Review Process: Estimated Review/Approval Schedule = 55 to 65 Days**

- Step 1: Pre-Application Meeting with Applicant and Town Staff (**required**). (Not included in estimated schedule).
- Step 2: Applicant submits complete application package to Town Planner.
- Step 3: Application completeness check.
- Step 4: Application referral to development review agencies and planning department for project review. Town Staff shall send information about the application by regular mail prior to the Planning Commission public hearing to: surrounding property owners within three hundred (300) feet, mineral interest owners of record, mineral and gas lessees for the property, and other parties of interest. Mailed notice shall be postmarked at least 30 days prior to the Planning Commission Public Hearing.
- Step 5: Planning department communication with applicant regarding 1st Review Comments.

*Avoid delays – submit a complete application!*



Date: April 7, 2025

To: The Town of Hayden, Colorado

Re: Requested approval for the use of the building at 481 Enterprise Street (in the Valley View business park) for a Colorado licensed Marijuana Enforcement Division ("MED") Retail marijuana products manufacturer (MIP) license.

We are in the process of purchasing the building at 481 Enterprise Street that has been vacant for an extended period of time. We will be operating under the scope of the current zoning (light industrial) and city, county and Colorado state regulations set forth under each jurisdiction's specific rules and requirements.

Regarding the use of the building at 481 Enterprise Street:

We plan to duplicate the current operation we have at 499 Enterprise Street, Units A&B while we set up the building to move all current operations into the building at 481 Enterprise Street. We cannot move the operation seamlessly as it will take time to set up the building to comply with MED requirements and transfer the current licensing from 499 Enterprise St, Units A&B.

Once the move is completed to 481 Enterprise Street, we plan to utilize our existing license and terminate the new license we are applying for with this application. MED will not allow us to hold two Medical and/or Retail Mip licenses at one address. Once we have moved into 481 Enterprise Street, we will operate under our existing MED Retail MIP license #404R-00494 and Hayden Retail Local License #101R-0002. We will also transfer our MED Medical MIP license #404-00668 and Hayden Medical Local License No. #101-0001.

We plan to perform extraction, where we process raw marijuana trim into a distillate form for Colorado licensed manufacturers to produce products for sale in licensed Colorado dispensaries. Testing performed on the distillate produced is in accordance with Colorado State Law and MED requirements.

We operate a closed-door facility, and have very little traffic (customers occasionally visit). We operate 5 days a week from 7am -9pm. The employees are inside the building operating machinery during these times. The machines we operate generate minimal noise.

Security-We have full onsite security including MED required cameras, security system and DVR.



Fans and venting - We run HVAC systems that are used in most commercial buildings as our standard venting and are rated for airflow at CI/DI levels. The vents are installed with a carbon and hepa filter system to reduce/eliminate smell. The discharge complies with the State of Colorado and MED regulations. We are very focused on ensuring we emit minimal noise, smell and light pollution.

Water/Sewer - We have minimal water usage in our processing. We plan to utilize the Hayden public water and sewer available in the Valley View business park.

Waste marijuana/Trash - Waste marijuana is shredded, bagged and properly labeled in compliance with MED disposal regulations. Twin enviro provides dumpster service. The dumpster is locked in accordance with MED regulations.

Fire - We work in full compliance with fire code regulations for the storage and use of solvents. The West Routt Fire Chief will perform the onsite inspections to ensure we are in full compliance. We plan to install a fire suppression system in the entire building.

Solvent storage - On site, we have 200 proof food grade ethanol (processing), isopropyl alcohol (cleaning), and ethylene glycol (used as coolant in machines). These solvents are stored in accordance with fire code and placed in certified fire storage cabinets. All waste solvents are stored and disposed of in accordance with the State of Colorado and Federal laws.

Please let me know if I can provide clarification on any item, put forth additional information, or answer any questions.

Thank you.

Best regards,



John Kelly  
CEO and Founder  
Kunubu, Inc.  
970.761.5186  
Johnc@kunubci.com



Date: April 30, 2025

To: The Town of Hayden, Colorado

Re: Requested approval for the use of the building at 481 Enterprise Street (in the Valley View business park) for a Colorado licensed Marijuana Enforcement Division ("MED") Retail Marijuana Products Manufacturer (MIP) License.

**Moving existing business from a leased building at 499 Enterprise Street to a building we are purchasing at 481 Enterprise Street.**

The following is our responses to the review criteria:

*Review criteria.* The planning commission and Council shall use the following review criteria as the basis for recommendations and decisions on applications for conditional uses:

- a. The proposed conditional use is consistent with the master plan and all applicable provisions of this Development Code and applicable state and federal regulations;

**Applicant intends to purchase and utilize the existing building, built in 2018. Applicant does not intend to build or add any other structures on the property at this time. Applicant does intend to fix or update the property as required by current codes or regulations, such as asphaltting the parking lot.**

- b. The proposed conditional use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in the Development Code;

**We will be operating under the scope of the current zoning (light industrial) and city, county and Colorado state regulations set forth under each jurisdiction's specific rules and requirements.**

- c. The proposed conditional use is compatible with adjacent uses in terms of scale, site design and operating characteristics;

**The property is located in the Valley View Business Park. This business park is approved for marijuana operations. Our plan is to utilize the existing building on site. We currently operate our marijuana manufacturing facility located next to the proposed property at 499 Enterprise Street. This business park currently consists of work/live**



units, marijuana product manufacturing, sheet metal fabrication, machine/welding shops, Coke Cola Distribution Plant, concrete company, landscape company and heavy equipment storage along with several other warehouses and businesses.

Our facility is not open to the public. We operate a closed-door facility, and have very little traffic. We operate 5 days a week from 7am to 9pm. The employees are inside the building operating machinery and manufacturing products during these times. Kunubu currently has 10 employees that work on site.

- d. The proposed conditional use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district;

**The proposed conditional use—Retail Marijuana Production Manufacturer—will not substantially alter the basic character of the light industrial district. The area is primarily intended for low to moderate intensity industrial uses, including manufacturing, warehousing, and other employment-generating activities. The proposed use is consistent with this intent, as it involves manufacturing with minimal noise, and no customer traffic. The existing building and site layout will remain unchanged, ensuring compatibility with surrounding uses. Furthermore, the project does not hinder future industrial development or redevelopment opportunities, as it maintains full compliance with zoning and infrastructure standards typical of the district.**

- e. The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site;

**The proposed use is expected to generate a very low volume of vehicle traffic. Most traffic will be during business hours. The site is accessed via an existing driveway, allowing for safe and direct entry and exit. No peak-hour congestion is expected. On-site circulation has been designed with clear separation between employee parking and delivery/loading zones, minimizing internal conflicts and congestion.**

**The traffic generated by the use will not exceed the capacity of surrounding roads and will not interfere with traffic flow to neighboring properties. No hazardous conditions for vehicles or pedestrians are anticipated.**

- f. Any significant adverse impacts (including but not limited to hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts) anticipated to result from the conditional use will be mitigated or offset to the maximum extent practicable;

**All work will take place indoors in a sound-insulated building to control noise. Dust will be managed through an enclosed dust collection system, and no outdoor storage or production is proposed. Lighting will be directed downward and away from property lines to prevent glare. Deliveries will occur during off-peak hours to limit traffic disruption. As**

such, all potential external impacts have been mitigated to the maximum extent practicable, ensuring compatibility with adjacent uses.

**Fans and venting** - We run HVAC systems that are used in most commercial buildings as our standard venting and are rated for airflow at C1/D1 levels. The vents are installed with a carbon and hepa filter system to reduce/eliminate smell. The discharge complies with the State of Colorado and MED regulations. We are very focused on ensuring we emit minimal noise, smell and light pollution. We do not cultivate marijuana, we are a product manufacturer.

**Noise** - Potential noise generated by the proposed light industrial use, such as an Air Compressor, will be mitigated through multiple measures. All operations, including equipment use and manufacturing activities, will occur entirely within an enclosed, insulated building to minimize sound transmission. Noise-producing equipment will be located away from adjacent property lines, and exterior HVAC units will be screened with acoustic fencing. These measures ensure that noise levels will remain well within acceptable limits and will not negatively impact adjacent uses.

**Solvent storage** - On site, we have 200 proof food grade ethanol (processing), isopropyl alcohol (cleaning), and ethylene glycol (used as coolant in machines). These solvents are stored in accordance with fire code and placed in certified fire storage cabinets. All waste solvents are stored and disposed of in accordance with the State of Colorado and Federal laws.

- g. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;

**Water/Sewer** - The building currently has public water and sewer available. We have minimal water usage in our processing. We plan to utilize the Hayden public water and sewer available in the Valley View business park.

**Waste marijuana/Trash** - Waste marijuana is shredded, bagged and properly labeled in compliance with MED disposal regulations. Twin enviro provides dumpster service. The dumpster is locked in accordance with MED regulations.

**Electricity** - The building currently has electricity which we will utilize through Yampa Valley Electric.

**Fire** - We work in full compliance with fire code regulations for the storage and use of solvents. The West Routt Fire Chief will perform the onsite inspections to ensure we are in full compliance. We plan to install a fire suppression system in the entire building.



**Security-We have full onsite security including MED required cameras, security system and DVR. We utilize Western Security for our security services with 24 hour surveillance.**

h. Adequate assurances of continuing maintenance have been provided; and

**Ongoing maintenance of the property will be conducted regularly to ensure a clean, safe, and functional site. This includes upkeep of all landscaping, parking areas, lighting, signage, and building exteriors. Landscaping will be maintained in accordance with city standards, and all site improvements will be kept in good repair. Trash and debris will be removed regularly, and exterior lighting will be checked periodically to ensure it remains in working order. These commitments provide adequate assurance of continuing maintenance.**

**Our facility complies with MED, OSHA and GMP Rules and Regulations.**

i. The proposed conditional use meets all the applicable standards in chapter 10.24, development standards.

**The proposed conditional use—a retail marijuana product manufacturing facility—meets all applicable requirements of Chapter 10.24 of the Development Code. The site complies with the required setbacks, height limitations, and off-street parking standards. Lighting is fully shielded and downward-directed to avoid glare and spillover onto adjacent properties. All mechanical equipment will be screened from public view, and no outdoor storage is proposed.**

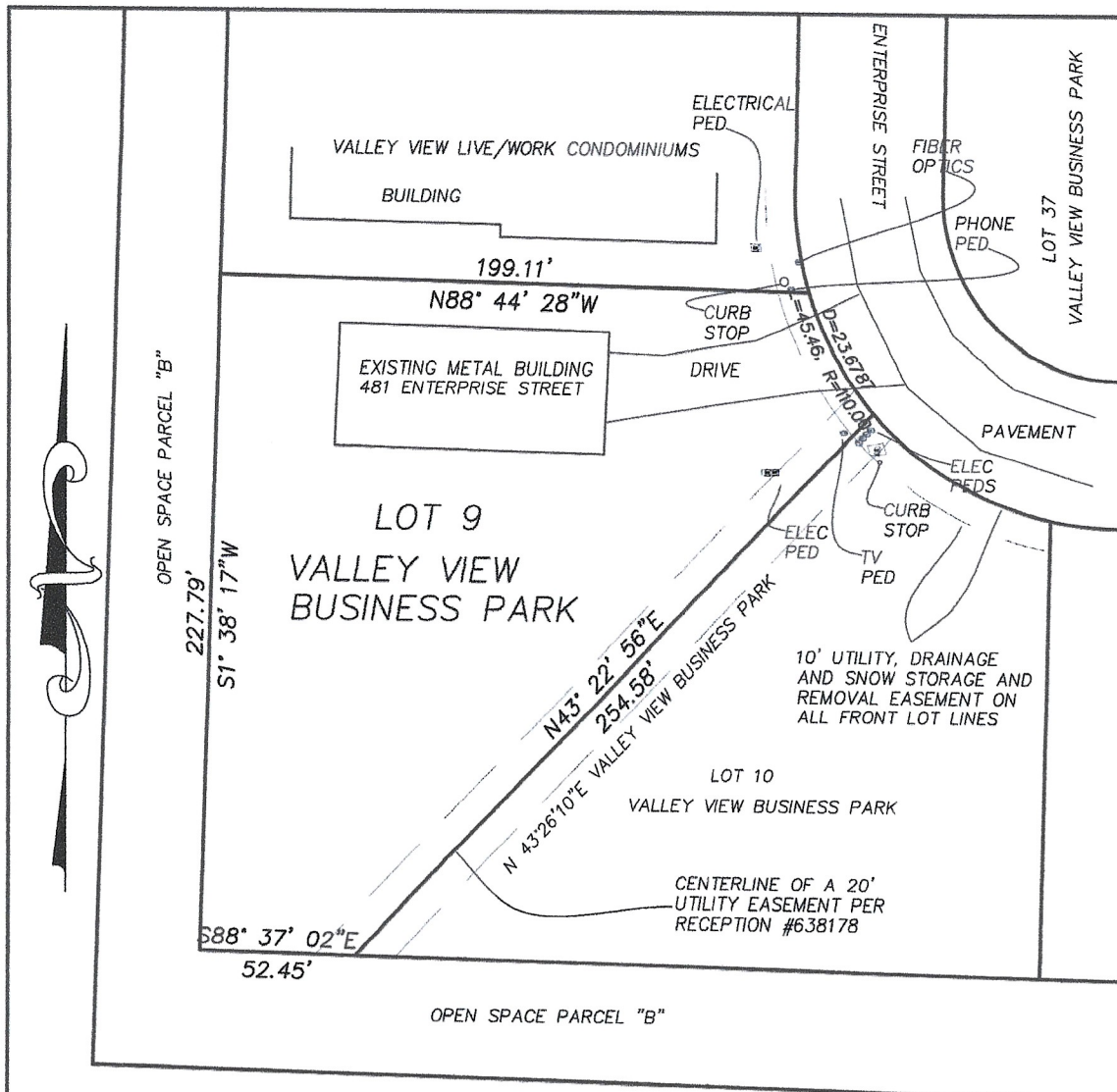
**In addition, the facility is designed to meet all marijuana-specific requirements, including odor control through a closed-loop ventilation and filtration system, secured access points, and surveillance in accordance with local and state marijuana regulations. Landscaping and buffering are provided along property lines where required to screen the use from adjacent parcels. These design elements ensure full compliance with Chapter 10.24 and the intent of the development standards.**

Please let me know if I can provide clarification on any item, put forth additional information, or answer any questions.

Best regards,



John Kelly  
CEO and Founder  
Kunubu, Inc.  
970.761.5186  
John@kunubu.com



#### IMPROVEMENT LOCATION CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE, AS PREPARED FOR LAND TITLE GUARANTEE COMPANY, RANDY RIDGWAY, AND CHAPFREY L.L.P., IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE DESCRIBED PARCEL ON THIS DATE, FEBRUARY 13, 2025, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATED: 2-14-2025

BY:

JAMES B. ACKERMAN, L.S. #16394



#### NOTICE OF RESEARCH

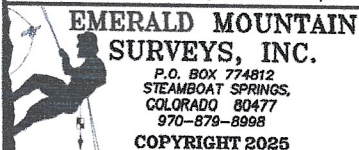
PURSUANT TO C.R.S. § 38-51-106(1)(B)(i), RESEARCH REGARDING THE RIGHTS-OF-WAY AND EASEMENTS AS SHOWN HEREON WAS OBTAINED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABS30032939, DATED 2-11-2025, AND NOT FROM THE PERSONAL SEARCH OF JAMES B. ACKERMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO.

#### LEGAL DESCRIPTION

LOT 9, VALLEY VIEW BUSINESS PARK, HAYDEN, ROUTT COUNTY, COLORADO

481 ENTERPRISE STREET, HAYDEN, CO. 81639.

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 the certification shown hereon."



www.emeraldmtn.net

#### Improvement Location Certificate

CHAPFREY LLP  
BOX 775405  
STEAMBOAT SPRINGS, COLORADO, 80487

2-14-2025

4355-1

1" = 50'





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- Step 6: Revisions submitted by applicant (*if necessary*).
- Step 7: Staff will coordinate additional reviews and ask for applicant revisions (*if necessary*).
- Step 8: Staff will complete a final review of the resubmitted materials and then prepare a report to the Town Manager.
- Step 9: The Town Manager will review the staff report and then make a recommendation to approve, approve with conditions, or deny the Conditional Use Permit.
- Step 10: Town Clerk serves notice of Planning Commission and Town Council Public Hearings to the local newspaper at least 10 days prior to the Planning Commission Public Hearing.
- Step 11: Applicant will be required to post Town-provided sign on property that is clearly visible from a public right-of-way at least 10 days prior to the Planning Commission Public Hearing. Signage shall stay in place through the Town Council Public Hearing. Applicant must provide an affidavit of posting and send a digital picture of the sign on the property.
- Step 12: Applicant shall provide the Town with letters of support and commitment to serve from all agencies identified at the pre-application meeting.
- Step 13: During the public hearing, Planning Commission will review the application based on the conditional use review criteria (Hayden Development Code 10.16.060(b)). The Planning Commission may then make a recommendation to the Town Council to approve, approve with conditions, or deny the Conditional Use Permit application.
- Step 14: Applicant shall revise the application and site plan based on any Planning Commission conditions of approval and submit it to the Town for consideration by the Council.
- Step 15: During the public hearing, Town Council will review the application based on the conditional use review criteria (Hayden Development Code 7.16.060(b)) and the Planning Commission's recommendation. The Town Council will, by a Resolution of the Council, approve, approve with conditions, or deny the Conditional Use Permit application.

<b>Review Criteria (per 10.16.060(b))</b>
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The Town shall use the following criteria to evaluate the applicant's request:

- (1) The proposed conditional use is consistent with the Master Plan and all applicable provisions of the Development Code and applicable state and federal regulations;
- (2) The proposed conditional use is consistent with the purpose and intent of the zoning district in which it is located and any applicable use-specific standards in the Development Code;
- (3) The proposed conditional use is compatible with adjacent uses in terms of scale, site design and operating characteristics;
- (4) The proposed conditional use will not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district;



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- (5) The proposed conditional use will result in efficient on- and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site;
- (6) Any significant adverse impacts (including but not limited to hours of operation, traffic generation, lighting, noise, odor, dust and other external impacts) anticipated to result from the conditional use will be mitigated or offset to the maximum extent practicable;
- (7) Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection and roads and transportation, as applicable) will be available to serve the subject property while maintaining adequate levels of service for existing development;
- (8) Adequate assurances of continuing maintenance have been provided;
- (9) The proposed conditional use meets all the applicable standards in Chapter 10.24 Development Standards.

<b>Council Authority to Impose Conditions on a Permit (per 10.16.060(c))</b>
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The Council may approve conditional use permit that have the following conditions or limitations:

- (1) The conditional use permit may be revocable;
- (2) The conditional use permit may be granted for a limited time period;
- (3) The conditional use permit may be granted subject to conditions as the Council may determine appropriate to mitigate adverse impacts, promote compatibility with surrounding uses, or otherwise necessary to meet the review criteria.
- (4) Conditions may include, but shall not be limited to:
  - a. requiring special setbacks,
  - b. open spaces, fences or walls, landscaping or screening;
  - c. street dedication and improvement, regulation of vehicular access and parking;
  - d. signs;
  - e. illumination;
  - f. hours and methods of operation;
  - g. control of potential nuisances;
  - h. prescription of standards for maintenance of buildings and grounds; and
  - i. prescription of development schedules.

<b>Post Council Outcomes</b>
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1. If the conditional use permit is *denied*, the request or one that is substantially the same will not be heard unless otherwise approved by the Town Council. Any applicant, who wishes to appeal the action, shall follow the process outlined in the "Appeal" section of the Development Code.





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2. If a Conditional Use Permit is *approved*, or *conditionally approved*, the applicant shall follow the process outlined in "Post Approval Actions" below.

### Post Approval Actions

1. **Building Permit.** A building permit shall be issued only when a concurrent site plan has been approved. However, with the approval of the Town Planner, an applicant may submit a building permit application concurrently with the site plan application. Building permits **shall not** be issued for any development that is not in conformance with the approved Conditional Use Permit and accompanying site plan.
2. **Phasing and Expiration of Approval.** The Conditional Use Permit shall be effective for the time period specified in approval by Council. Building permits **shall not** be issued for any site plans that have an approval date more than three (3) years old. For multi-phase plans, building permits **shall not** be issued based on an approval date more than three (3) years from Phase 1 approval.

Questions and/or comments can be directed to:

Mathew Mendisco, Hayden Town Manager: [mathew.mendisco@haydencolorado.org](mailto:mathew.mendisco@haydencolorado.org) or 970-276-3741.

Tegan Ebbert, Community Development Director: [tegan.ebbert@haydencolorado.org](mailto:tegan.ebbert@haydencolorado.org) or 970-276-3741.

Barbara Binetti, Town Clerk: [Barbara.Binetti@haydencolorado.org](mailto:Barbara.Binetti@haydencolorado.org) or 970-276-3741.

Bryan Richards, Town Public Works, [bryan.richards@haydencolorado.org](mailto:bryan.richards@haydencolorado.org) or 970-757-6002.



**TOWN OF HAYDEN**  
**AGREEMENT FOR PAYMENT OF**  
**DEVELOPMENT REVIEW EXPENSES INCURRED BY THE TOWN**  
Regarding Project: Kunze, Inc. MEP application

THIS AGREEMENT ("Agreement"), made and entered into this 2 day of April 2025, by and between the TOWN OF HAYDEN, COLORADO, a municipal corporation, hereinafter referred to as "the Town", and Kunze, Inc., Land Owner/Business Entity, hereinafter referred to as "the Owner," for work herein described as "Development Review" in the Town of Hayden, including, but not limited to, Annexations, Platting, and Site Development Review.

**WITNESSETH**

**WHEREAS**, the Owner owns certain Property situated in the County of Routt, State of Colorado, and legally described as follows, to wit:

See **Exhibit A** — Legal Description attached hereto

**WHEREAS**, the Town's review process includes review of the Owner's proposed plans for the Property which identify land use, location of structures and/or improvements, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services; and

**WHEREAS**, the Owner desires to annex, plat and/or develop all or a portion of said Property and has made application to the Town of Hayden; and

**WHEREAS**, the Parties hereto recognize that the fees as specified by the Municipal Code of the Town of Hayden are not adequate to fully cover the Town's expenses in considering the application, which include, but are not limited to, legal publications, engineering fees, attorney fees, and land planner/consultant fees, reproduction of materials, public hearing expenses and recording of documents; and

**WHEREAS**, the Parties recognize that the Town will incur expenses prior to the Owner's formal submittal of an annexation, platting or development review proposal; and

**WHEREAS**, the Parties hereto recognize that the Town will continue to incur expenses throughout the entire Development Review until either (i) abandonment of the work, in writing, by either the Town or the Owner or (ii) completion of the process.



NOW, THEREFORE, in consideration of the foregoing Development Review and of the mutual agreements and conditions hereinafter contained, it is hereby agreed as follows:

1. Full and separate accounting of the Development Review expenses (annexation, platting and site development review). The Town will maintain separate accounting of all funds expended and fees and expenses incurred by the Town as a result of the Development Review of the above referenced Project. Monthly statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, those fees and expenses attributable to legal publications and notices, engineering services, attorney fees, planner/consultant fees, reproduction of materials, public hearing expenses, and the recording of documents. This shall not include the securing of permits and easements which are responsibility of the Owner, separate from this agreement.

2. Owner payment of expenses —Town estimate of fees. The Owner acknowledges that the Town may employ third party planners, engineers, attorneys, and/or other professional fees, incurred as part of the Development Review and approval of the above referenced Project, are determined after a sufficiency review of the completed Development Review application.

(a) Initial owner deposit. Upon the execution of this Agreement, the Owner agrees to deposit with the Town the sum of **\$500**, which sum shall serve as a deposit and partial payment of third party professional costs incurred by the Town as well as Town staff hourly charges as adopted by the Town while processing the Owner's proposal. Town reserves the right to request a deposit amount higher than \$500 should Town staff feel the project needs will exceed \$500 with a limit of \$5,000 initial request on deposit by applicant.

Any further costs outside of the \$500 deposit and partial payment will be incurred at the third party's hourly rate to be paid by the Owner to the Town.

As the Town receives third party billings from its professionals, it will forward photocopies of the same (**on a monthly basis**) to the Owner for immediate payment to the Town of the amount shown on each professional service invoice approved for payment by the Town. The Town will also forward Town invoices of Town staff time associated with the development review. In the event the Owner fails to pay the invoice as submitted by the Town within thirty (30) days of the Town's delivery of an invoice, the Town shall be entitled to take the following action: (i) suspend all further review; (ii) cancel any public hearings scheduled by the Town with respect to the Development Review process; and (iii) apply the funds on deposit to retire the balance due any third party professional engaged by the Town.

(b) Payment of balance due at termination. In the event the Town's review expenses are greater than the funds held by the Town at the time of its suspension of review, the Owner agrees to reimburse to the Town, upon demand, such funds as are necessary to retire the balance due per invoices by the third party professionals and the Town at the time of the Town's termination of the review.

(c) Obligation to pay fees in excess of estimate. The Owner understands that estimates by third party professionals and the Town are subject to factors outside the control of those professionals and the Town. Factors include the quality of materials submitted by applicants, input from other review agencies, unforeseen problems or issues, and decisions by the Town of Hayden Planning Commission and/or the Town Board, which may affect charges by those professionals. Therefore, the Owner agrees to pay fees in excess of the Estimate for third party professionals.

3. Application termination. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the Development Review process including the cessation of additional accrual costs to the Owner post-termination letter, and shall file such notices as are required under the Town's regulations. The Owner shall be liable for all costs incurred up to the point of termination and cost incurred by the Town for the termination process.

4. Collection of fees and costs. If the Owner fails to pay the fees required herein when due, the Town may take all necessary steps authorized by law in order to collect the fees due. The Town shall also be entitled to all court costs and attorney fees incurred in collection of the balance due including, but not limited to, the interest on the amount due at a rate of 18% per annum.

**IN WITNESS WHEREOF**, the Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

**OWNER:**

Kunub, Inc

Business Entity

By: [Signature]  
Land Owner/Business Owner/Company  
President John Kelly CEO

**ATTEST:**

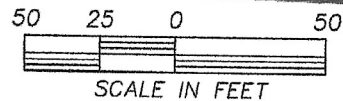
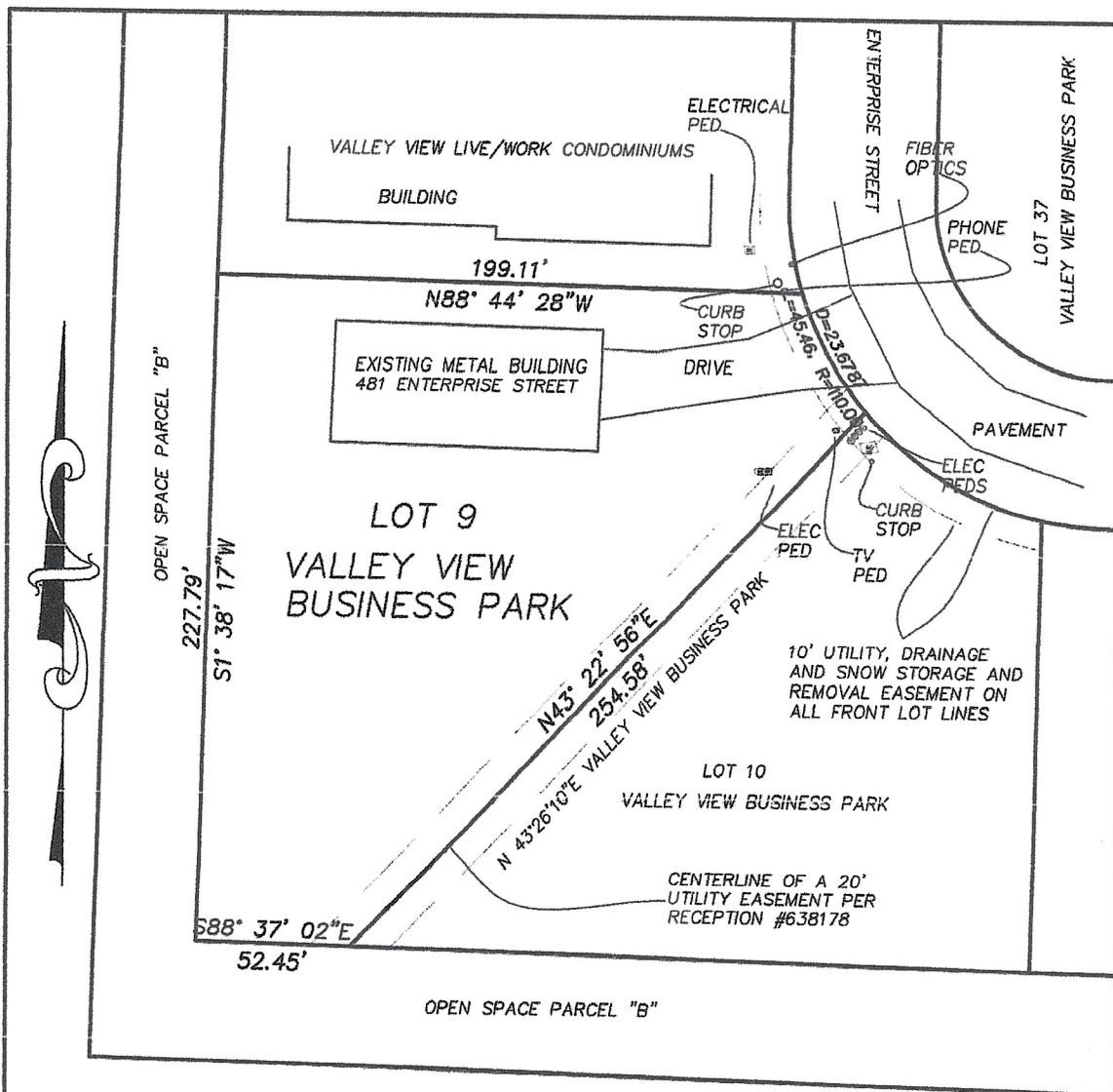
\_\_\_\_\_  
Sharon Johnson, Town Clerk

**TOWN OF HAYDEN:**

By: \_\_\_\_\_  
Mathew Mendisco, Town Manager



EXHIBIT A  
LEGAL DESCRIPTION



#### IMPROVEMENT LOCATION CERTIFICATE

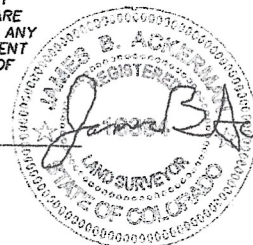
I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE, AS PREPARED FOR LAND TITLE GUARANTEE COMPANY, RANDY RIDGWAY, AND CHAPFREY L.L.P., IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE DESCRIBED PARCEL ON THIS DATE, FEBRUARY 13, 2025, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATED: 2-14-2025

BY:

JAMES B. ACKERMAN, L.S. #16394



#### NOTICE OF RESEARCH

PURSUANT TO C.R.S. § 38-51-106(1)(B)(I), RESEARCH REGARDING THE RIGHTS-OF-WAY AND EASEMENTS AS SHOWN HEREON WAS OBTAINED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABS30032939, DATED 2-11-2025, AND NOT FROM THE PERSONAL SEARCH OF JAMES B. ACKERMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO.

#### LEGAL DESCRIPTION

LOT 9, VALLEY VIEW BUSINESS PARK, HAYDEN, ROUTT COUNTY, COLORADO  
481 ENTERPRISE STREET, HAYDEN, CO. 81639.

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 the certification shown hereon."

**EMERALD MOUNTAIN  
SURVEYS, INC.**  
P.O. BOX 774812  
STEAMBOAT SPRINGS,  
COLORADO 80477  
970-879-8988  
COPYRIGHT 2025  
www.emeraldmtn.net

#### Improvement Location Certificate

CHAPFREY LLP  
BOX 775405  
STEAMBOAT SPRINGS, COLORADO, 80487

2-14-2025

4355-1

1" = 50'





# Certificate of Taxes Due

Account Number R8169933

Parcel 260200009

Assessed To

CHAPFREY LLP  
C/O: NANCY JEFFREY  
PO BOX 775405  
STEAMBOAT SPRINGS, CO 80477

Certificate Number 32953

Order Number N/A

Vendor ID 4

LAND TITLE  
255 ANGLERS DRIVE, SUITE B  
STEAMBOAT SPRINGS, CO 80477

## Legal Description

## Situs Address

LOT 9 VALLEY VIEW BUSINESS PARK

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2024	\$16,039.56	\$0.00	\$0.00	\$0.00	\$16,039.56
Total Tax Charge					\$16,039.56
<b>Special Assessment: TOWN - HAYDEN ASSESSMENT</b>					
2024	\$328.10	\$0.00	\$0.00	\$0.00	\$328.10
Total Special Assessment: TOWN - HAYDEN ASSESSMENT					\$328.10
<b>Lien</b>					
2023 Lien: 2024-04523	\$16,922.11	\$846.11	\$0.00	\$0.00	\$17,768.22
2023	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
Total Lien					\$17,775.22
<b>GRAND TOTAL</b>					<b>\$34,142.88</b>
<b>Grand Total Due as of 01/29/2025</b>					<b>\$34,142.88</b>

## TOWN - HAYDEN ASSESSMENT

**\$328.10**

Tax Billed at 2024 Rates for Tax Area 35H - \*RE1\* TOWN OF HAYDEN - (Hayden Proper, includes Yampa Villy Reg Airport)

Authority	Mill Levy	Amount	Values	Actual	Assessed
ROUTT COUNTY GENERAL FUND	9.3280000*	\$1,326.62	WAREHOUSE/STORAGE LAND	\$90,000	\$25,110
ROUTT COUNTY ROAD & BRIDGE	0.4000000	\$56.89	WRHS/STORAGE BLDG	\$419,760	\$117,110
ROUTT COUNTY SOCIAL SERVICE	0.4890000	\$69.55	Total	\$509,760	\$142,220
ROUTT COUNTY COMMUNICATIONS	0.8960000	\$127.43			
ROUTT COUNTY OPEN SPACE FUN	1.5000000	\$213.33			
ROUTT COUNTY MUSEUMS	0.3000000	\$42.67			
ROUTT COUNTY - HORIZONS	1.0000000	\$142.22			
WEST ROUTT LIBRARY DISTRICT	1.7110000	\$243.34			
HAYDEN SCHOOL DISTRICT	43.8900000*	\$6,242.03			
TOWN OF HAYDEN - GENERAL	25.0670000	\$3,565.03			
TOWN OF HAYDEN - BOND	15.4890000	\$2,202.84			
HAYDEN CEMETERY	0.3710000	\$52.76			
COLORADO RIVER WATER CONSERVAT	0.5010000	\$71.25			
UPPER YAMPA WATER CONSERVAT	1.8200000	\$258.84			
SOLANDT MEMORIAL HOSPITAL	0.3700000	\$52.62			
WEST ROUTT FIRE PROTECTION	3.1480000	\$447.71			
WEST ROUTT FIRE PROTECTION	6.5000000	\$924.43			
Taxes Billed 2024	112.7800000	\$16,039.56			

\* Credit Levy

•Certificate is only valid at time of printing; all totals are subject to change.

•Tax lien redemptions must be paid by cash or certified funds.

•Information regarding special taxing districts and the boundaries of such districts may be on file with the County Assessor.

•This certificate does not include personal property taxes, land or improvements assessed under a separate account number, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.



## Certificate of Taxes Due

---

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

Official Seal of the County Treasurer

**Lane Iacovetto**  
**Routt County Treasurer**  
522 Lincoln Ave Suite 22  
Steamboat Springs, CO 80477





## 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: **ABS30032939-6**

Date: **04/21/2025**

Property Address: **481 ENTERPRISE STREET, HAYDEN, CO 81639**

### For Closing Assistance

Amy Norris  
255 ANGLERS DRIVE, SUITE B  
STEAMBOAT SPRINGS, CO  
80477  
PO BOX 776309  
(970) 761-7076 (Work)  
(877) 276-5044 (Work Fax)  
[anorris@ltgc.com](mailto:anorris@ltgc.com)  
Contact License: CO274692  
Company License: CO44565

### Closers Assistant

Cole Schwendeman  
255 ANGLERS DRIVE, SUITE B  
STEAMBOAT SPRINGS, CO  
80477  
PO BOX 776309  
(970) 761-7086 (Work)  
(866) 360-5892 (Work Fax)  
[cschwendeman@ltgc.com](mailto:cschwendeman@ltgc.com)  
Contact License: CO840405  
Company License: CO44565

### For Title Assistance

George Rietsch  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4151 (Work)  
[grietsch@ltgc.com](mailto:grietsch@ltgc.com)

### Buyer/Borrower

BEARS EARS HOLDINGS, LLC  
Attention: JOHN KELLY  
P.O. BOX 937  
HAYDEN, CO 81639  
(970) 761-5186 (Cell)  
[kunuburandy@gmail.com](mailto:kunuburandy@gmail.com)  
[john@Kunubu.com](mailto:john@Kunubu.com)  
Delivered via: Electronic Mail

### Agent for Seller

STEAMBOAT SOTHEBY'S INTERNATIONAL  
REALTY  
Attention: ALEXANDER LONG  
610 MARKETPLACE PLAZA #100  
STEAMBOAT SPRINGS, CO 80487  
(970) 291-8559 (Work)  
(970) 879-5928 (Work Fax)  
[alexlong@slifersteamboat.com](mailto:alexlong@slifersteamboat.com)  
Delivered via: Electronic Mail

### Seller/Owner

CHAPFREY L.L.P.  
Attention: Nancy P Jeffrey  
481 ENTERPRISE ST  
HAYDEN, CO 81639  
(970) 819-5454 (Cell)  
[wz.stu211@gmail.com](mailto:wz.stu211@gmail.com)  
Delivered via: Electronic Mail

### Lender - New Loan

FREDERICK L. KELLY AND NANCY J. KELLY  
45 Village Green Circle  
Savannah, GA 31411  
(410) 279-3586 (Cell)

**Agent for Buyer**

COLDWELL BANKER DISTINCTIVE PROPERTIES

Attention: ALICIA DOOLIN

35 5TH ST UNIT 101

STEAMBOAT SPRINGS, CO 80487

(970) 846-6512 (Cell)

(970) 879-8814 (Work)

(970) 879-0390 (Work Fax)

[aliciakdoolin@gmail.com](mailto:aliciakdoolin@gmail.com)

Delivered via: Electronic Mail





## Estimate of Title Fees

**Order Number:** ABS30032939-6

**Date:** 04/21/2025

**Property Address:** 481 ENTERPRISE STREET, HAYDEN, CO 81639

**Seller(s):** CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

**Buyer(s):** BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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 [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21	\$1,437.00
Deletion of Standard Exception(s)	\$100.00
"ALTA" Loan Policy 07-30-21 Purchase Loan Rate	\$300.00
Tax Certificate	\$27.00
<b>TOTAL</b>	<b>\$1,864.00</b>

**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:**

[Routt county recorded 10/31/2017 under reception no. 784627](#)

[Routt county recorded 10/23/2017 under reception no. 784372](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABS30032939-6

**Property Address:**

481 ENTERPRISE STREET, HAYDEN, CO 81639

**1. Commitment Date:**

03/21/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 07-30-21 \$350,000.00

Proposed Insured:  
BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED  
LIABILITY COMPANY

"ALTA" Loan Policy 07-30-21 Purchase Loan Rate \$350,000.00

Proposed Insured:  
FREDERICK L. KELLY AND NANCY J. KELLY

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

FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**

CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

**5. The Land is described as follows:**

LOT 9,  
VALLEY VIEW BUSINESS PARK,  
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 5, 2006 AT RECEPTION NO. [631598](#)  
AND FILED AT FILE NO. 13572,  
COUNTY OF ROUTT, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**  
**(Requirements)**

**Order Number:** ABS30032939-6

**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. RELEASE OF DEED OF TRUST DATED OCTOBER 09, 2019 FROM CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP TO THE PUBLIC TRUSTEE OF ROUTT COUNTY FOR THE USE OF NORTHWEST LOAN FUND TO SECURE THE SUM OF \$79,500.00 RECORDED OCTOBER 31, 2019, UNDER RECEPTION NO. 804506.

FIRST AMENDMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED DECEMBER 15, 2023 UNDER RECEPTION NO. 850178.

2. RELEASE OF DEED OF TRUST DATED FEBRUARY 14, 2019 FROM CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP TO THE PUBLIC TRUSTEE OF ROUTT COUNTY FOR THE USE OF COLORADO LENDING SOURCE, LTD., A COLORADO NON-PROFIT CORPORATION TO SECURE THE SUM OF \$50,000.00 RECORDED JUNE 25, 2024, UNDER RECEPTION NO. 854018.
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. (THIS ITEM WAS INTENTIONALLY DELETED)
5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF CHAPFREY L.L.P. AS A COLORADO LIMITED LIABILITY PARTNERSHIP. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. (THIS ITEM WAS INTENTIONALLY DELETED)
7. SPECIAL WARRANTY DEED FROM CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP TO BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: THE UNEXECUTED PARTNERSHIP AGREEMENT AND UNEXECUTED ASSIGNMENT OF LIMITED LIABILITY PARTNERSHIP INTEREST FOR CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP DISCLOSES NANCY JEFFREY AND TODD CHAPMAN, BOTH OF WHOM MUST SIGN, AS THE PARTNERS AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

8. DEED OF TRUST FROM BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ROUTT COUNTY FOR THE USE OF FREDERICK L. KELLY AND NANCY J. KELLY TO SECURE THE SUM OF \$350,000.00.
9. (THIS ITEM WAS INTENTIONALLY DELETED)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**  
**(Requirements)**

**Order Number:** ABS30032939-6

**All of the following Requirements must be met:**

10. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

11. SUBORDINATION AGREEMENT SUBORDINATING THE DEED OF TRUST SHOWN AS ITEM NO. ITEM 20, B-II HEREIN TO THE DEED OF TRUST SHOWN AS REQ. 8, B-I ABOVE.

NOTE: THE OPERATING AGREEMENT FOR BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES JOHN L. KELLY AND JENNIFER M. KELLY, AS THE BOARD MEMBER/MANAGER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

12. THE COMPANY IS IN POSSESSION OF THE FOLLOWING UNEXECUTED DOCUMENTS: LIMITED LIABILITY PARTNERSHIP AGREEMENT, CERTIFICATE, ASSIGNMENT OF LIMITED LIABILITY PARTNERSHIP INTEREST (X2) . AND FIRST AMENDMENT TO LIMITED LIABILITY PARTNERHIP AGREEMENT. FULLY EXECUTED DOCUMENTS FOR CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP MUST BE PROVIDED.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF CHAPFREY L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BEARS EARS HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2024 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: ABS30032939-6

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

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.
3. 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.
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 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, IF ANY.
9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1891 IN BOOK 6 AT PAGE [391](#).
10. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED DECEMBER 01, 1972 IN BOOK 369 AT PAGE [459](#).
11. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED SEPTEMBER 21, 1979 IN BOOK 484 AT PAGE [301](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY EASEMENT RECORDED MARCH 07, 1996 UNDER RECEPTION NO. [459878](#).
13. CONVEYANCE OF MINERAL RIGHTS AS DESCRIBED IN THE DEEDS RECORDED AUGUST 18, 1997 IN BOOK 736 AT PAGE [527](#) AND [528](#).
14. EASEMENTS, NOTES, AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT OF VALLEY VIEW BUSINESS PARK RECORDED JANUARY 5, 2006, UNDER RECEPTION NO. [631598](#)



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** ABS30032939-6

15. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 05, 2006, UNDER RECEPTION NO. [631599](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN IMPROVEMENTS AGREEMENT RECORDED JANUARY 05, 2006 UNDER RECEPTION NO. [631600](#).
17. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN REIMBURSEMENT AGREEMENT RECORDED JANUARY 05, 2006, UNDER RECEPTION NO. [631601](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 15, 2006 UNDER RECEPTION NO. [638178](#).
19. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN TRANSFER OF DECLARANT RIGHTS RECORDED AUGUST 02, 2006, UNDER RECEPTION NO. [642303](#).
20. (THIS ITEM WAS INTENTIONALLY DELETED)  
(THIS ITEM WAS INTENTIONALLY DELETED)  
(THIS ITEM WAS INTENTIONALLY DELETED)
21. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED FEBRUARY 14, 2025 PREPARED BY EMERALD MOUNTAIN SURVEYS, INC., BY JAMES B. ACKERMAN, JOB #4355-1  
  
SAID DOCUMENT STORED AS OUR IMAGE [72526797](#)  
  
A: THE DRIVE ACCESS ENCROACHES OVER THE NORTHEASTERLY BOUNDARY LINE.  
  
B: ELEC PED ALONG THE SOUTHEASTERLY BOUNDARY IS OUTSIDE THE EASEMENT AREA.



# ALTA 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 Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

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

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

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

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for 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. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

This page is only a part of a 2021 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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## 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 Insurance Corporation and Old Republic National Title Insurance 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.