



NOTICE OF PUBLIC HEARING & MEETING

Planning Commission – July 17, 2025

Town Council – July 24, 2025

Town Council – August 7, 2025

We are interested in

your comments regarding the following proposal.

Project: 365 S Poplar Street Rezone Application

Area and Location: The property is located at 365 S Poplar Street also described as portion of land located in the NE1/4 SE1/4 of Section 9, Township 6 North, Range 88 West of the 6th P.M

Applicant: The Town of Hayden, property owner.

Summary: The owners and applicant have submitted an application under Hayden's Development Code for the 365 S Poplar Street Rezone, a request to rezone an approximately 0.66-acre parcel from Open (O) to Residential Medium Density (RMD) Zone District to facilitate an income restricted housing development through the Hayden Municipal Housing Authority.

The Planning Commission and Town Council will hold a Public Hearings and consider this item.

NOTE: Additional application information is available in the Town Planner's office for review by the public during regular business hours.

Meeting Schedule: **Planning Commission:** Public Hearing will be held on Thursday, July 17, 2025, at their meeting beginning at 6:00 pm.

Town Council: Public Meeting will be held on Thursday, July 24, 2025, at their meeting beginning at 6:00 pm.

Town Council: Public Hearing will be held on Thursday, August 7, 2025 at their meeting beginning at 6:00 pm.

The Public Hearings and meeting are held at Hayden Town Hall, 178 West Jefferson Avenue, Hayden, Colorado.

Please reply by: July 14, 2025 for comments to be entered into the packet record for Planning Commission consideration. Public comment can be made during the public hearings either in person or virtually.

Contact/Reply to:

Kevin Corona,
Project Management Specialist
Box 190, Hayden, CO 81639

Phone: (970) 276-3741

Fax: (970) 276-3644

E-Mail: kevin.corona@haydencolorado.org

The notice of public hearings has been prepared and sent per Section 7.16.020(d) of the Hayden Development Code. Any comments or issues you may wish to address would be appreciated. Please reply by the above dates so that we may consider your comments regarding the application. Should you have any questions please call or email via the contact information listed above.



365 S Poplar Street Rezoning Application Narrative

The Town of Hayden has submitted an application under Hayden's Development Code for the 365 S Poplar Street Rezone, a request to rezone an approximately 0.66-acre parcel from Open (O) to Residential Medium Density (RMD) Zone District to facilitate an income restricted housing development through the Hayden Municipal Housing Authority.

The property has functioned as a skate park since the late 1990's. With the construction of a new skate park and the decommissioning of the skate park function at 365 S Poplar Street, the Town of Hayden sought ways to use the property to benefit the community as a whole. The Town of Hayden enrolled in the Colorado Housing and Finance Authority (CHFA) Small Scale Affordable Housing Technical Assistance Program with the intent of determining if the site could function as housing for entry level, public service employees that work in Hayden. Through the CHFA program, with participation from local public service employers, a conceptual property layout was created.

The project aims to ease the emerging recruitment challenges by local public service entities due to the high cost of living. As a community, Hayden needs these types of workforce members to support the health, safety, and welfare of the citizens however the market is not fulfilling their housing needs.

The concept plan, which has not been finalized at this stage, considers constructing four (4) structures across the site. Each structure is planned to contain a larger, primary dwelling unit with an attached accessory dwelling unit. The site would accommodate 8 households in total. The project, as planned is intended to serve entry level public service employees (ie educators, first responders, non-profit, and municipal/local government employees) who earn between 30-80% of the area median income.

The Hayden Forward Future Land Use Map depicts the subject property as Residential Medium Density (RMD) and is currently bordered by Mobile Home Residential (MHR) Zoning on the south and west with Open Zoning on the east and north. The properties on the north, west, and south function as residential properties. The property to the east functions as the Routt County Fairground.

The concept plan created, in communication with Hayden Public Works and West Routt Fire, anticipates vehicular access off of S 1st Street for the eight (8) households from a consolidated parking lot. Significant traffic impacts are not anticipated from this rezoning application and the residential density allowed by the RMD Zone District is largely consistent with the adjacent MHR property. The site is highly walkable to the Hayden School District site, West Routt Fire Protection District site, Hayden Center, Totally Tots/Totally Kids site, Hayden Town Hall, Dry Creek Park, and Hayden Town Park.

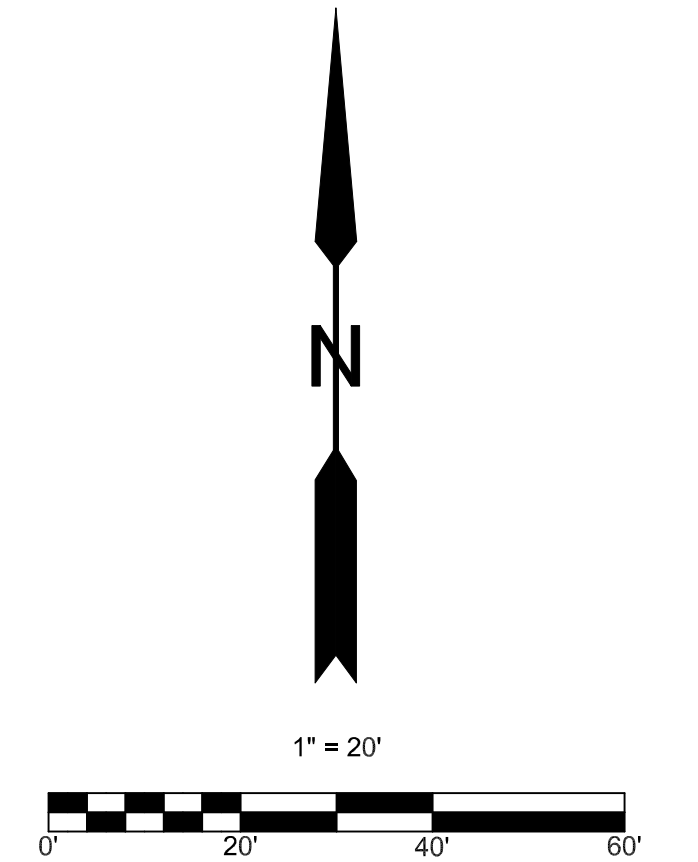
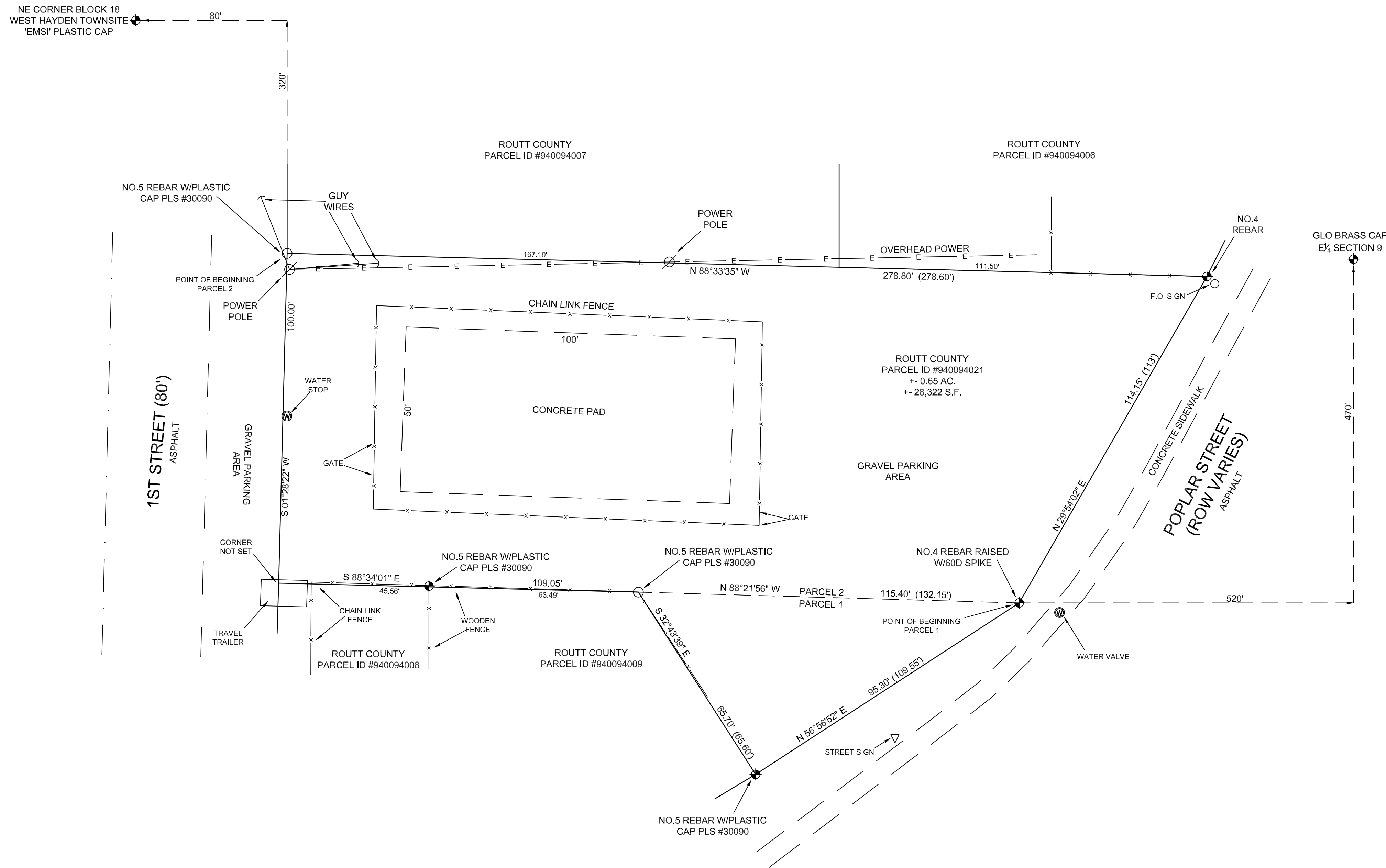
The Hayden Public Works Department has evaluated access to water and wastewater utilities and find no concerns with the development of this infill property. With a concept plan created, the Town of Hayden is seeking to rezone the property to continue to seek project funding opportunities, and continue to perform due diligence in preparation for the creation of a finalized site plan.



Concept Plan (subject to change)
4 structures
Each structure contains a dwelling plus
an accessory dwelling unit

IMPROVEMENT SURVEY PLAT

PORTIONS OF THE NE¼ SE¼ SECTION 9, T6N R88W, 6TH P.M., TOWN OF HAYDEN,
COUNTY OF ROUTT, STATE OF COLORADO



- (100') - INDICATES RECORD CALL
- - INDICATES MONUMENT SET AS NOTED
- ⊕ - INDICATES MONUMENT FOUND AS NOTED

- NOTES:
- NO TITLE WORK IS AVAILABLE THEREFORE, NO GUARANTEE OF OWNERSHIP IS GIVEN OR IMPLIED.
 - BEARINGS BASED ON TOWN OF HAYDEN HORIZONTAL DATUM.
 - ALL MEASUREMENTS US SURVEY FEET (GROUND DISTANCES).

LEGAL DESCRIPTION

Parcel 1
Beginning at a point whence the E1/4 corner of Section 9 in Township 6 North, Range 88 West of the 6th P.M., bears East 520 feet and North 470 feet; thence N 89°46' W 132.15 feet, thence S 34°03' E 65.60 feet; thence N 60°35' E 109.55 feet, to the point of beginning.
For a total of 3,582 square feet or .082 acres more or less

Parcel 2
A tract of land in the NE1/4SE1/4 of Section 9, T6N, R88W of the 6th P.M., bounded by a line described as follows:
BEGINNING at a point 320 feet South and 80 feet East of the NE corner of Block 18 of the First Addition of the West Hayden Townsite Company to the Town of Hayden, Colorado; and run thence East 278.6 feet to the West R.O.W. line of the County Road; thence S 28°21' W 113 feet on the West R.O.W. line of the County Road; thence West 225 feet; thence North 100 feet to the point of beginning, together with Grantor's interest in an easement for purposes of the continued placement of a sewer line under Lot 3, Block 18, First Addition of West Hayden Townsite Company, Hayden.

CERTIFICATE OF SURVEY
I, GORDON R. DOWLING, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO THE TOWN OF HAYDEN, THAT THE HEREON SHOWN IMPROVEMENT SURVEY PLAT AND PLAT THAT IT REPRESENTS WAS PERFORMED AND PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT BOTH ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, MONUMENTS WERE SET OR FOUND AS INDICATED.

ROUTT COUNTY SURVEYOR'S ACCEPTANCE

This plat was (filed and) indexed as File No. SP _____ on _____, 2025, at _____m in the land survey plat records file and index system maintained in the office of the Routt County Clerk and Recorder pursuant to C.R.S. 38-50-101.

Routt County Surveyor

By: _____
Thomas H. Effinger, Jr. PLS #17651

5/22/25

DISCLAIMER NOTICE
THE CLIENT NAMED HEREON, PURSUANT TO C.R.S. § 38-51-106 (1)(b) (ii), HAS DIRECTED THAT THE PREPARER OF THIS PLAT NOT SHOW ON THIS PLAT THE RIGHTS-OF-WAY AND EASEMENTS EITHER OF RECORD OR APPARENT.
NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE COMMENCED MORE THEN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

TOWN OF HAYDEN					IMPROVEMENT SURVEY PLAT
PORTIONS OF THE NE¼ SE¼ SECTION 9, T6N R88W, 6TH P.M.					
TOWN OF HAYDEN, COUNTY OF ROUTT, STATE OF COLORADO					DOWLING LAND SURVEYORS P.O. BOX 954 HAYDEN, CO. 81639 (970) 276-3613 dowling@plotz.biz
SCALE	DRG	DATE	REV	FILE	
1" = 20'	SCJ	05/22/25		sktpk25	



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:** 365 S Poplar Street Rezone

please print or type legibly

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

Owner Name: Town of Hayden Applicant Name: representative Mathew Mendisco, Town Manager

Address: 178 W Jefferson Ave Address: _____

Telephone: 970-276-3741 Telephone: _____

E-mail: mathew.mendisco@haydencolorado.org E-mail: _____

4. **Property Description:**

Address or Location: 365 S Poplar Street

Existing Zoning: Open Existing Use: Skate park, decommissioning

Proposed Zoning: RMD (Residential Medium Density) Proposed Use: income restricted housing

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

The rezoning is sought to achieve a housing development to serve entry level, public service employees working in Hayden with incomes up to 80% of the area median income.

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: Matthew Henderson Date: 6/24/25

Owner: _____ Date: _____ 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: Matthew Henderson Date: 6/24/25

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 Date: _____ By: _____

w/in 150'/300', (as applicable)

Legal Notice Publication Sent to paper: _____ Publication Date: _____

Posted: _____ By: _____

Property Posted Date: _____ Proof of Posting Rec'd: _____



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

TOWN OF HAYDEN
ATTN:
PO BOX 190
HAYDEN, CO 81639-0190

Reference

Your Reference Number:
Our Order Number: 30033287
Our Customer Number: 57019.0
Invoice (Process) Date: 06/11/2025
Transaction Invoiced By: Tom Schuneman
Email Address: tschuneman@ltgc.com

Invoice Number: SS-7179

Property Address: 365 S POPLAR STREET, HAYDEN, CO 81639

Parties: A BUYER TO BE DETERMINED

- Charges -

"TBD" Commitment	\$275.00
RSIC - RESEARCH INCOME-COMML	\$405.00
Amount Credited	\$0.00
Total Invoice Amount	\$680.00
Total Amount Due	\$680.00

Payment due upon receipt

Please reference Invoice No. SS-7179 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111





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: **ABS30033287**

Date: **06/11/2025**

Property Address: **365 S POPLAR STREET, HAYDEN, CO 81639**

For Closing Assistance

For Title Assistance

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

Seller/Owner

TOWN OF HAYDEN
Delivered via: Electronic Mail

TOWN OF HAYDEN
Attention: TEGAN EBBERT
PO BOX 190
178 W JEFFERSON
Hayden, CO 81639
(970) 276-3741 (Cell)
tegan.ebbert@haydencolorado.org
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: ABS30033287

Date: 06/11/2025

Property Address: 365 S POPLAR STREET, HAYDEN, CO 81639

Seller(s): TOWN OF HAYDEN, A MUNICIPAL CORPORATION

Buyer(s): A BUYER 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 ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$275.00
RESEARCH INCOME-COMML X3HRS	\$405.00
TOTAL	\$680.00

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:

[Routt county recorded 06/03/1998 at book 747 page 210](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABS30033287

Property Address:

365 S POPLAR STREET, HAYDEN, CO 81639

1. Effective Date:

05/30/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER 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:

TOWN OF HAYDEN, A MUNICIPAL CORPORATION

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

BEGINNING AT A POINT WHENCE THE E1/4 CORNER OF SECTION 9, IN TOWNSHIP 6 NORTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS EAST 520 FEET AND NORTH 470 FEET; THENCE N 89 ° 46' W 132.15 FEET; THENCE S 34 ° 03' E 65.60 FEET; THENCE N 60 ° 35' E 109.55 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE NE1/4SE1/4 OF SECTION 9, T6N, R88 WEST OF THE 6TH PRINCIPAL MERIDIAN BOUNDED BY A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 320 FEET SOUTH AND 80 FEET EAST OF THE NE CORNER OF BLOCK 18 OF THE FIRST ADDITION OF THE WEST HAYDEN TOWNSITE COMPANY TO THE TOWN OF HAYDEN, COLORADO;
AND RUN THENCE EAST 278.6 FEET TO THE WEST R.O.W LINE OF THE COUNTY ROAD; THENCE S 28 ° 21' W 113 FEET ON THE WEST R.O.W LINE OF THE COUNTY ROAD; THENCE WEST 225 FEET; THENCE NORTH 100 FEET TO THE POINT OF BEGINNING
COUNTY OF ROUTT, STATE OF COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABS30033287

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.

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

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

Order Number: ABS30033287

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.
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
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 APRIL 01, 1893, IN BOOK 10 AT PAGE [374](#).
10. 1/2 OF THE COAL, OIL, GAS, MINERALS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED OCTOBER 29, 1957 IN BOOK 287 AT PAGE [436](#), ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
11. RESTRICTIONS AND RESTRICTIVE COVENANTS, WHICH CONTAIN A FORFEITURE OR REVERTER CLAUSE AS CONTAINED IN INSTRUMENT RECORDED JUNE 01, 1998, IN BOOK 747 AT PAGE [210](#).
12. TERMS, CONDITIONS AND PROVISIONS OF LICENSE RECORDED JUNE 01, 1998 UNDER RECEPTION NO. [493948](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HAYDEN SKATEBOARD PARK ANNEXATION RECORDED AUGUST 27, 1998 UNDER RECEPTION NO. [497963](#) AND SKATEBOARD ANNEXATION PLAT RECORDED MARCH 27, 2013 AT RECEPTION NO. [736240](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 558 RECORDED APRIL 28, 2005 UNDER RECEPTION NO. [617881](#).



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.



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 Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, 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:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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. ARBITRATION

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

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
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  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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