



Ph: 970-871-6772 · Fax: 970-879-8023 · P.O. Box 775966 · Steamboat Springs, Colorado 80477

August 19, 2025

Community Development Department
Town of Hayden
178 West Jefferson
Hayden, CO 81639-0190
970-276-3741 office

Re: 453 Commerce Street
Hayden Contractor Shops
SKETCH PLAN Combined Lots 45, 46, and 47, Valley View Business Park
Four Points Project #2030-002

Dear Hayden Town Planning;

This letter serves as the narrative for the sketch plan development of Lots 45, 46, and 47, Valley View Business Park. The project was previously approved as the Hayden Contractor Shops in April 2024 and building permits were issued in June 2024 for the triplex and duplex currently completed. The sketch plan application is being submitted to create individual for sale units on the triplex and duplex and modify the next phase of development.

Existing Conditions

Valley View Business Park is located southwest of the intersection of Crandall Avenue and County Road 37 and is zoned Light Industrial (LI). Lots 45, 46, and 47 are situated in the easterly portion of the subdivision with primary access provided from Commerce Street. Established roadside drainage ditches are located adjacent to the roadways, with an additional ditch extending along the western boundary of all three lots. Each lot is currently served, or has available service stubs, for the following utilities: domestic water, sanitary sewer, electric, telephone, cable television, and natural gas. In 2023, the properties were formally combined through merger of title in 2024. The approval of the overall development plan for this site allowed for three triplex buildings and two duplex buildings, all for contractor shops.

Project Scope

The Project proposes the development of two distinct contractor shop units within a duplex building in the southwest corner of the property, as well as three individual shop units within a triplex building in the southeast corner. Each unit will include a garage door entry with a mezzanine space in the rear. The proposed condominium plat is submitted as a separate Final Plat application. Units will be served by paved access drives and designated parking spaces.

A second phase of construction is planned along the western boundary of the combined lots, consisting of eight contractor shop units, each measuring approximately 45 feet in depth by 25 feet in width. These shops will be

accessed from a new asphalt roadway with assigned parking spaces situated along the east side of the roadway. In addition, a single 30-foot by 30-foot contractor shop is proposed in the northeast corner of the site. The modified development plan increases overall density by one unit compared to the previously approved plan, while simultaneously providing additional parking capacity. Revised civil drawings reflecting these modifications are included with this submittal. Water and sanitary sewer services will be utilized from the original taps between lots 45, 46, and 47, Valley View Business Park.

Consistency with Hayden Forward Master Plan

The Project is consistent with the guiding principles of the *Hayden Forward Master Plan 2020*, particularly the directive to promote and expand local economic development opportunities. Valley View Business Park was originally platted in 2006 and is currently home to a variety of businesses and live-work developments, establishing a precedent for mixed light industrial and commercial activity.

The proposed Hayden Contractor Shops development will provide individually platted shop units suitable for small business operations as well as secure storage or workshop space for families and individuals. This type of flexible, non-residential infrastructure aligns with the intended land use objectives for Valley View Business Park and directly supports the Town's long-term economic and community development goals. By creating affordable, functional commercial space, the Project will foster business growth, strengthen the Town's commercial economy, and provide essential services to Hayden's expanding population.

Conclusion

The Project, as proposed, is fully consistent with the Town of Hayden's adopted development standards, the *Hayden Forward Master Plan 2020*, and the *Hayden Comprehensive Plan*. We respectfully request approval of the Sketch Plan and look forward to continued collaboration with the Town of Hayden in advancing this Project as a high-quality commercial addition to Valley View Business Park.

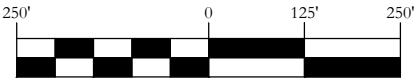
Thank you,

Walter N. Magill
Four Points Surveying & Engineering


PROJECT LOCATION MAP



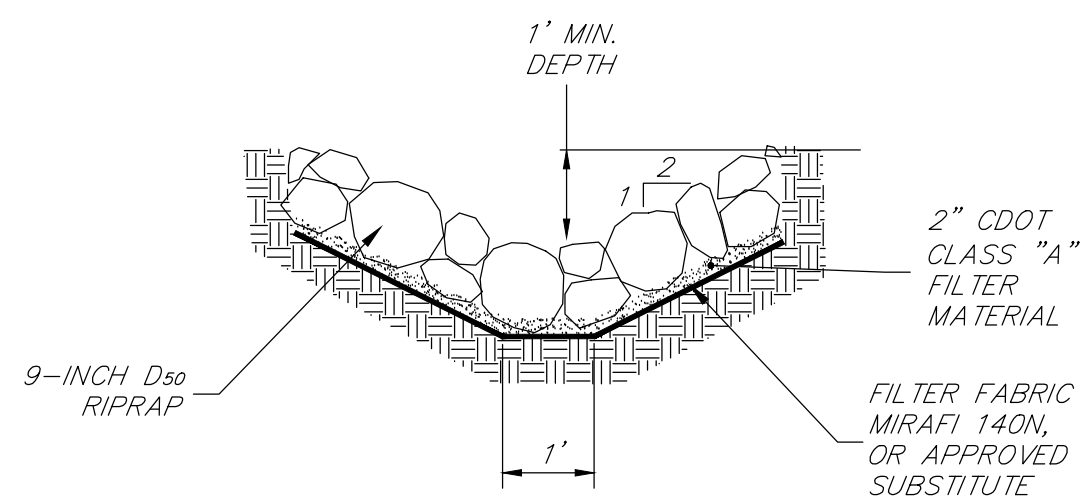
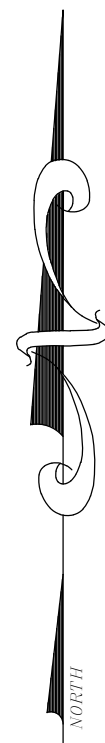
LOTS 45-47
VALLEY VIEW BUSINESS PARK
TBD CAPITAL ST
HAYDEN, CO 81639



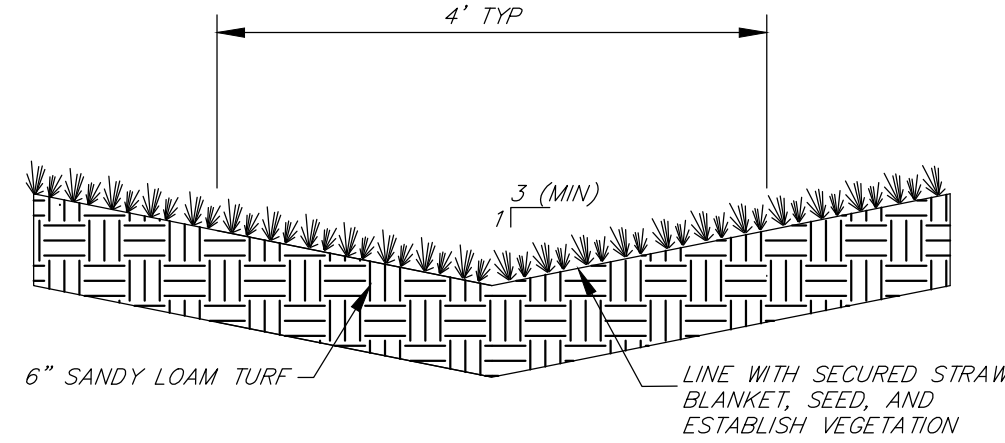
1" = 250'



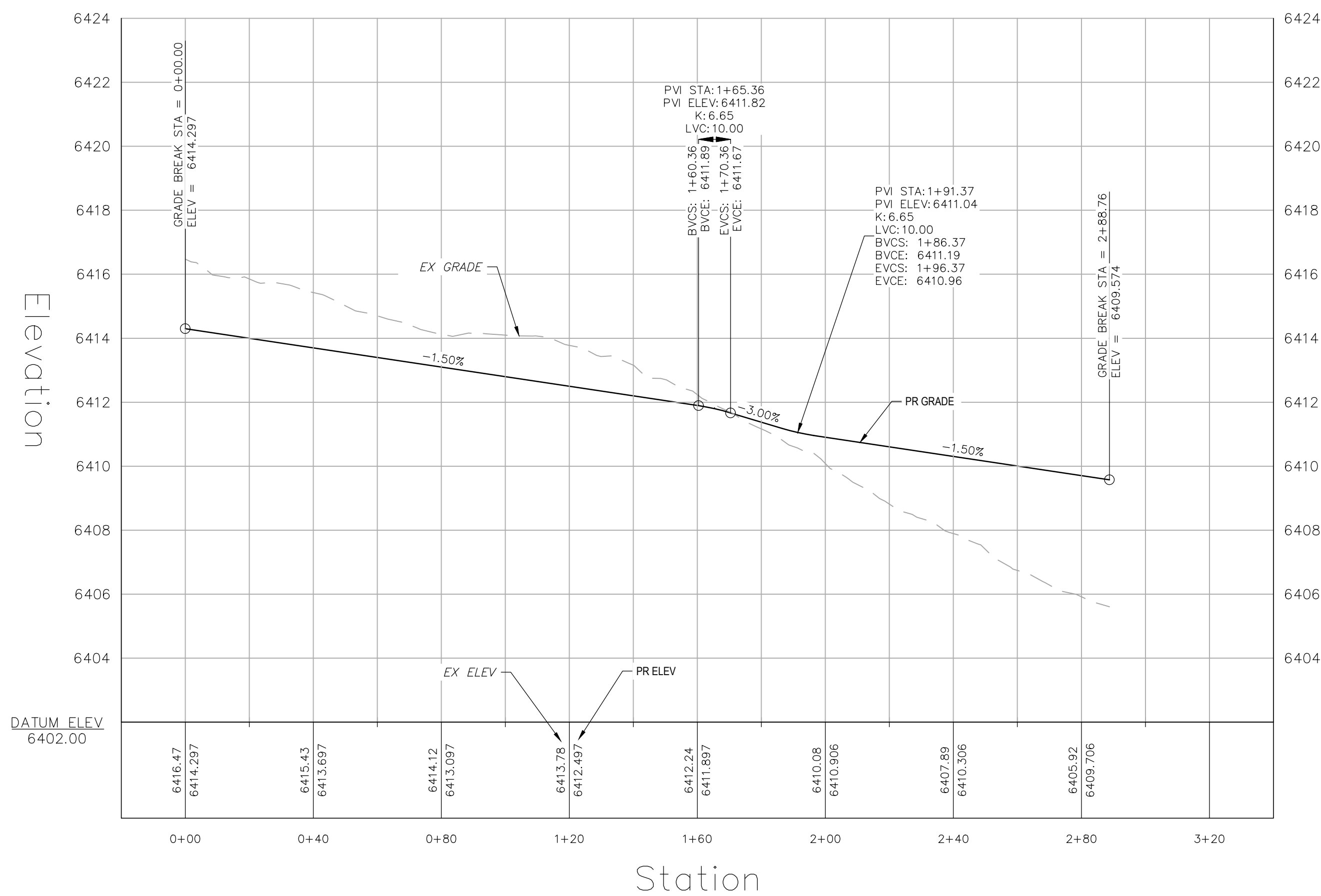
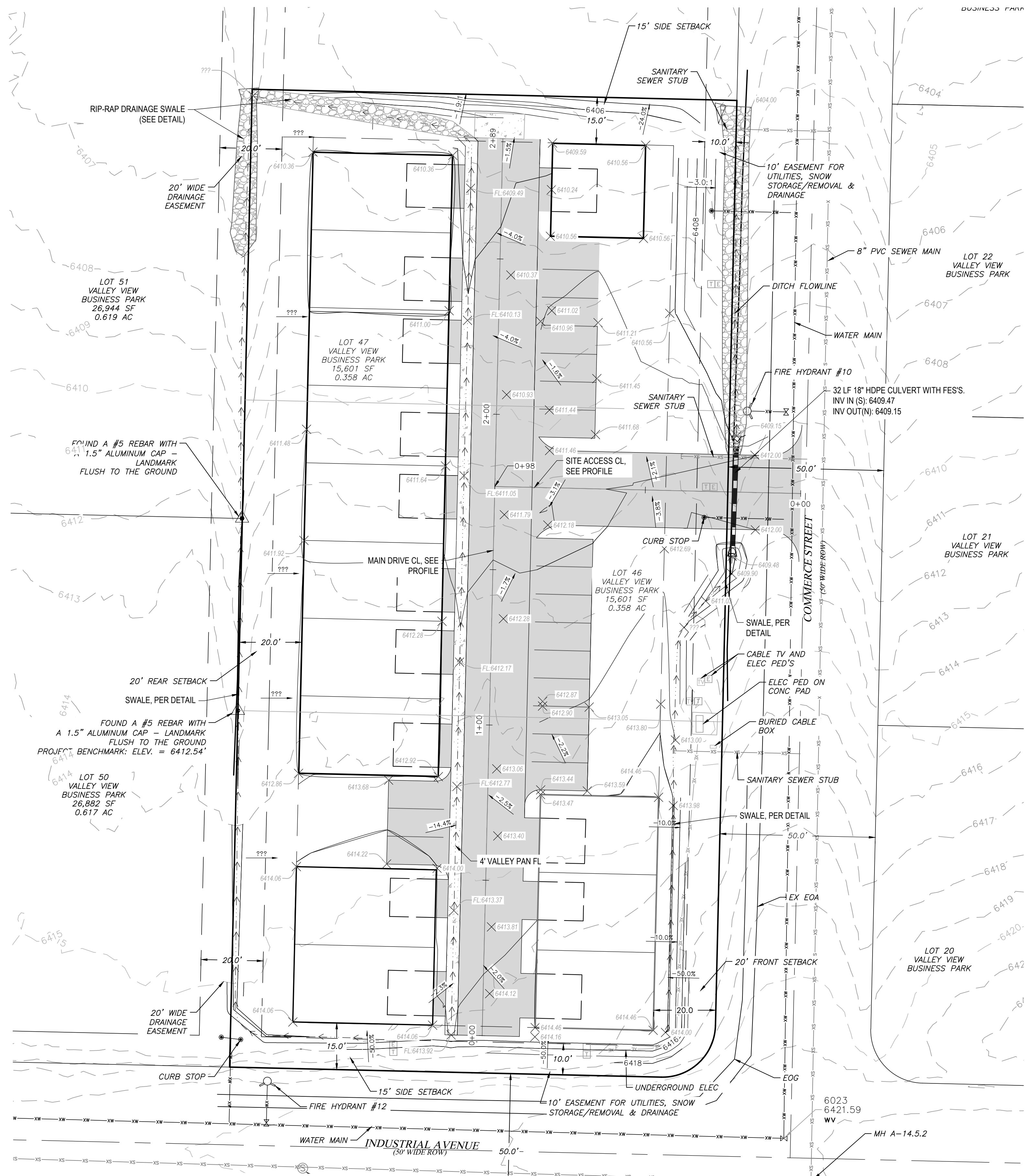
440 S. Lincoln Ave, Suite 4A
P.O. Box 775966
Steamboat Springs, CO 80487
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www.fourpointssse.com



RIP-RAP SWALE SECTION
N.T.S.



TYPICAL VEGETATED SWALE DETAIL
N.T.S.



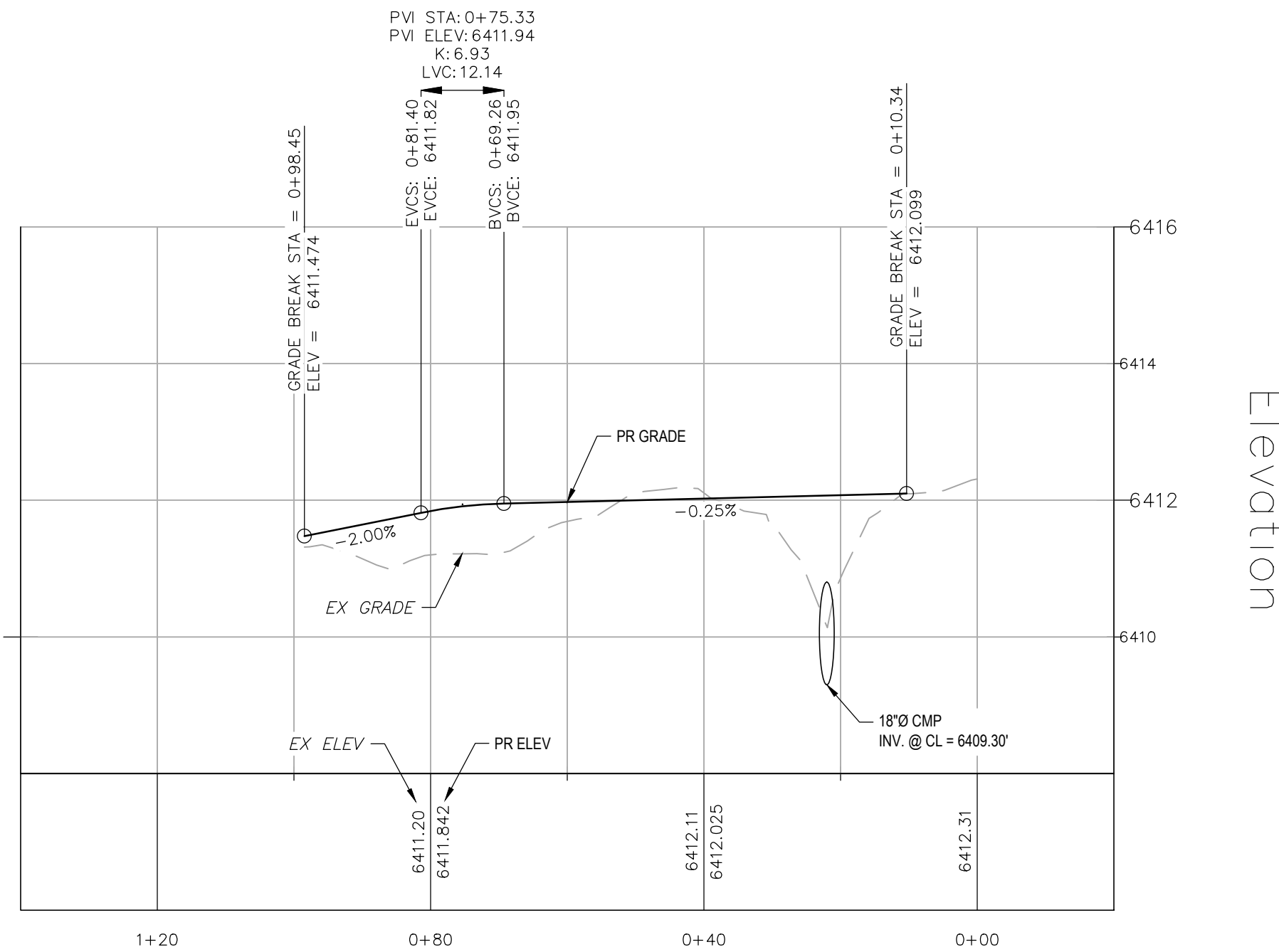
Station

MAIN DRIVE CENTERLINE PROFILE
SCALE HORIZ/ VERT: 1"=30'/3"

PROJECT TOTAL EARTHWORK QUANTITIES:

AREA OF DISTURBANCE:	38916	SQ. FT.
TOPSOIL STRIPPING:	720	CU. YDS.
TOTAL CUT:	1235	CU. YDS.
TOTAL FILL:	1123	CU. YDS.
NET (CUT):	112	CU. YDS.

- NOTES:
1. TOPSOIL STRIPPING VOLUME ASSUMES AN AVERAGE TOPSOIL DEPTH OF 0.5 FEET PER THE GEO-TECHNICAL REPORT. ACTUAL TOPSOIL DEPTH MAY VARY ACROSS THE ENTIRE AREA OF DISTURBANCE.
 2. THE TOTAL CUT VOLUME INCLUDES TOPSOIL STRIPPING.
 3. A FILL FACTOR OF 1.10 WAS USED FOR CUT-FILL VOLUME CALCULATIONS.
 4. FILL VOLUME INCLUDES NATIVE MATERIAL AND ALL IMPORT MATERIALS. (I.E. GRAVEL, ASPHALT, CONCRETE, ETC.)

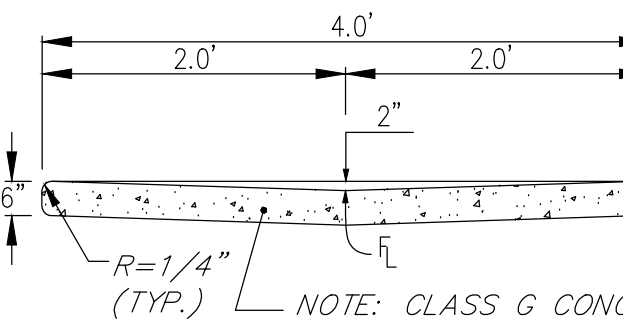


Station

SITE ACCESS CENTERLINE PROFILE
SCALE HORIZ/ VERT: 1"=20'/2"

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
CL	CENTERLINE
CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EX	EXISTING
FFE	FINISHED FLOOR ELEVATION
FND	FOUNDATION
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SF	SQUARE FEET
SS	SNOW STORAGE
TOW	TYPICAL
TYP	TYPICAL



4' VALLEY PAN
N.T.S.

LEGEND	
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED CONCRETE STRIPPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL



440 S. Lincoln Ave, Suite 4A
P.O. Box 775966
Steamboat Springs, CO 80487
(970)-871-6772
www.fourpointse.com

INT	REVISIONS	DATE

LOTS 45-47 VALLEY VIEW BUSINESS PARK

TBD COMMERCE ST
HAYDEN, CO 81639

Horizontal Scale	
	1" = 20'
Contour Interval = 1 ft	
DATE: 5-18-2024	
JOB #: 2030-003	
DRAWN BY: RS	
DESIGN BY: RS	
REVIEW BY: WNM/FPSE	

IF THIS DRAWING IS PRESENTED IN A FORMAT OTHER THAN A4 X 36", THE GRAPHIC SCALE SHOULD BE UTILIZED.

GRADING AND
DRAINAGE PLAN

DRAWING:

SHEET #

C2



WATER, SEWER AND UTILITY NOTES:

- 1.EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLING.
- 2.MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
- 3.ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
- 4.MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE 1/2" COPPER AND SEAMLESS BETWEEN FITTINGS.
- 5.SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

ABBREVIATIONS:

- | | |
|------|--------------------------|
| BOW | BOTTOM OF WALL |
| BLDG | BUILDING |
| CL | CENTERLINE |
| CMU | CONCRETE MASONRY UNITS |
| CO | CLEAN OUT |
| CONC | CONCRETE |
| ELEV | ELEVATION |
| EOC | EDGE OF CONCRETE |
| EOG | EDGE OF GRAVEL |
| EX | EXISTING |
| FFE | FINISHED FLOOR ELEVATION |
| FND | FOUNDATION |
| HP | HIGH POINT |
| INV | INVERT |
| LF | LINEAR FEET |
| PR | PROPOSED |
| SF | SQUARE FEET |
| SS | SNOW STORAGE |
| TOW | TOP OF WALL |
| TYP | TYPICAL |

LEGEND	
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL

LOTS 45-47 VALLEY VIEW BUSINESS PARK

TBD COMMERCE ST
HAYDEN, CO 81639

UTILITY PLAN

SHEET #

C3

DRAWING:

INT

REVISIONS

DATE

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

No.

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No.

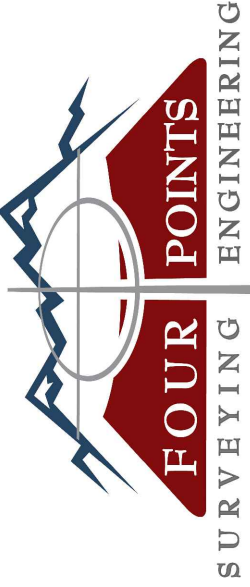
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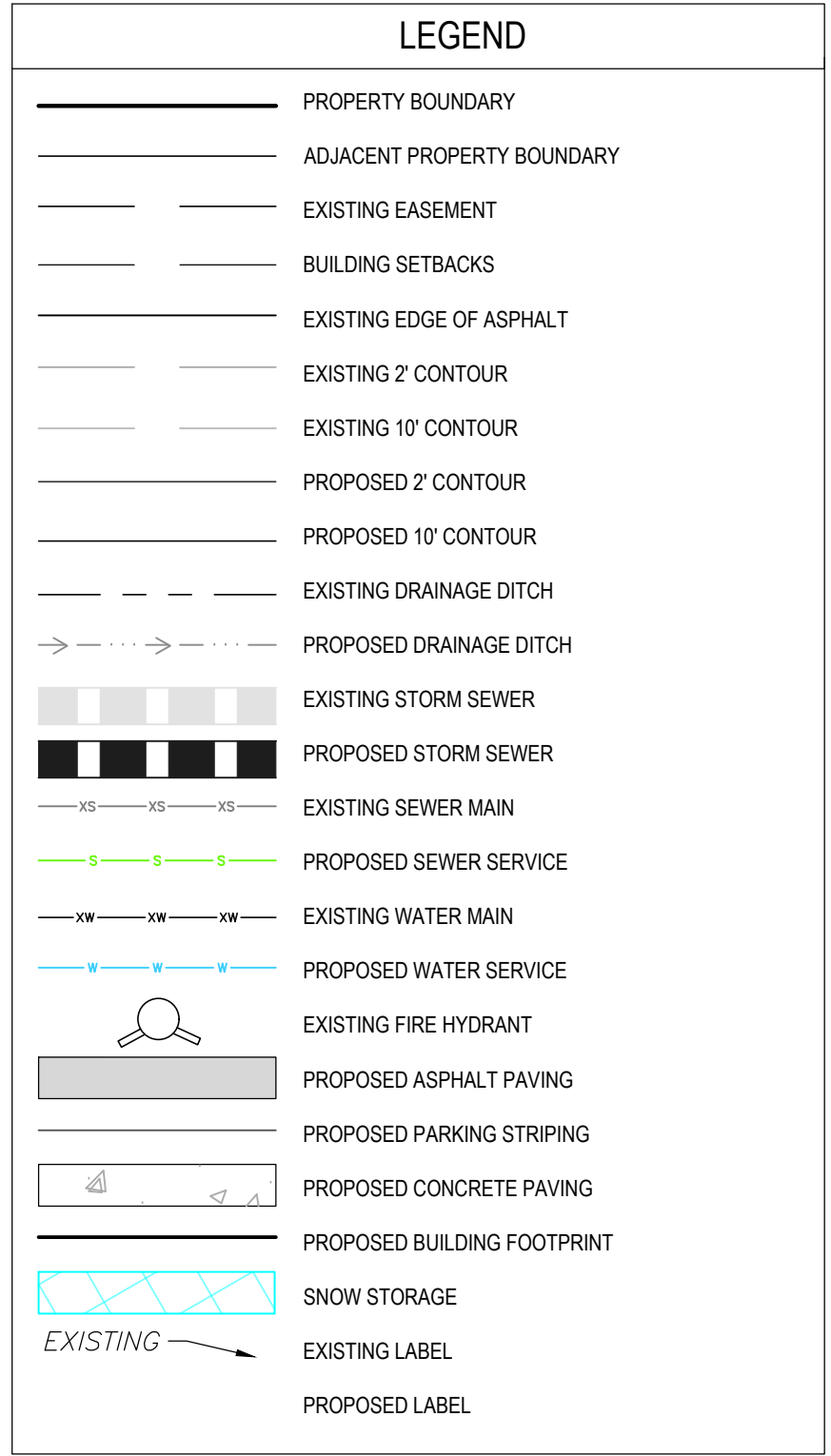
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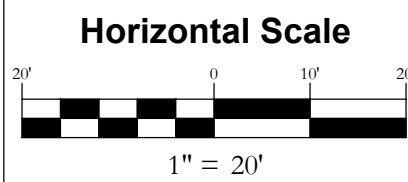




1. EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLING.
2. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
4. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE "K" COPPER AND SEAMLESS BETWEEN FITTINGS.
5. SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

[illegible]

**TBD COMMERCE ST
HAYDEN, CO 81639**



Contour Interval = 1 ft
DATE: 5-18-2024
JOB #: 2030-003
DRAWN BY: RS
DESIGN BY: RS
REVIEW BY: WNM/FPSE

IF THIS DRAWING IS PRESENTED IN A
FORMAT OTHER THAN 24" X 36", THE
GRAPHIC SCALE SHOULD BE UTILIZED

UTILITY PHASING PLAN

DRAWING:

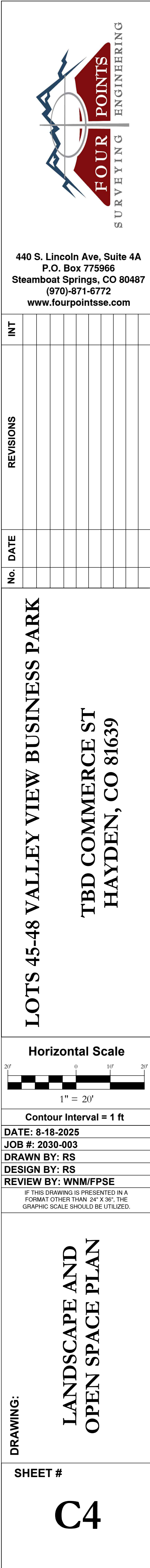
SHEET #

C3.A

LEGEND	
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
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	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL
	PHASE 1 BOUNDARY
	PHASE 2 BOUNDARY

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
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CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
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INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SF	SQUARE FEET
SS	SNOW STORAGE
TOW	TOP OF WALL
TYP	TYPICAL



1. ON CURVES 3 DEGREES OR SHARPER, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE DEGREE OF CURVE IS LESS THAN 3 DEGREES.

3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.

4. GUTTER CROSS SLOPES SHALL BE $\frac{1}{2}$ IN. / FT. WHEN DRAINING AWAY FROM CURB AND 1 IN. / FT. WHEN DRAINING TOWARDS CURB

5. CONCRETE SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD APPROVED POLYPROPYLENE FIBERS AND HAVE A NOMINAL AGGREGATE SIZE OF $\frac{3}{8}$ IN.

1. CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS.

2. CONCRETE SHALL BE CLASS D WITH FIBER REINFORCEMENT.

3. CONTROL JOINTS SHALL BE PLACED AT AN INTERVAL EQUAL TO THE SIDEWALK WIDTH

4. CURBS, GUTTERS AND SIDEWALKS SHALL BE BROOM FINISHED

1. ADEQUATE COVER SHALL BE PROVIDED DURING CONSTRUCTION TO PROTECT THE STRUCTURE FROM DAMAGE.

2. PIPE SHALL BE PLACED WITH LONGITUDINAL SEAMS AT THE SIDES OR QUARTER POINTS BUT NOT ALONG TOP OF VERTICAL AXIS.

3. STRUCTURAL PLATE PIPES OF EQUAL OR GREATER DIAMETER, CONFORMING TO THE SPECIFICATIONS, MAY BE USED WITH PERMISSION OF THE ENGINEER.

4. WHEN A CULVERT IS TO BE EXTENDED WITH PIPE OF A DIFFERENT MATERIAL, THE CONNECTION SHALL CONFORM TO THE DETAILS ON THE PLANS OR BE APPROVED.

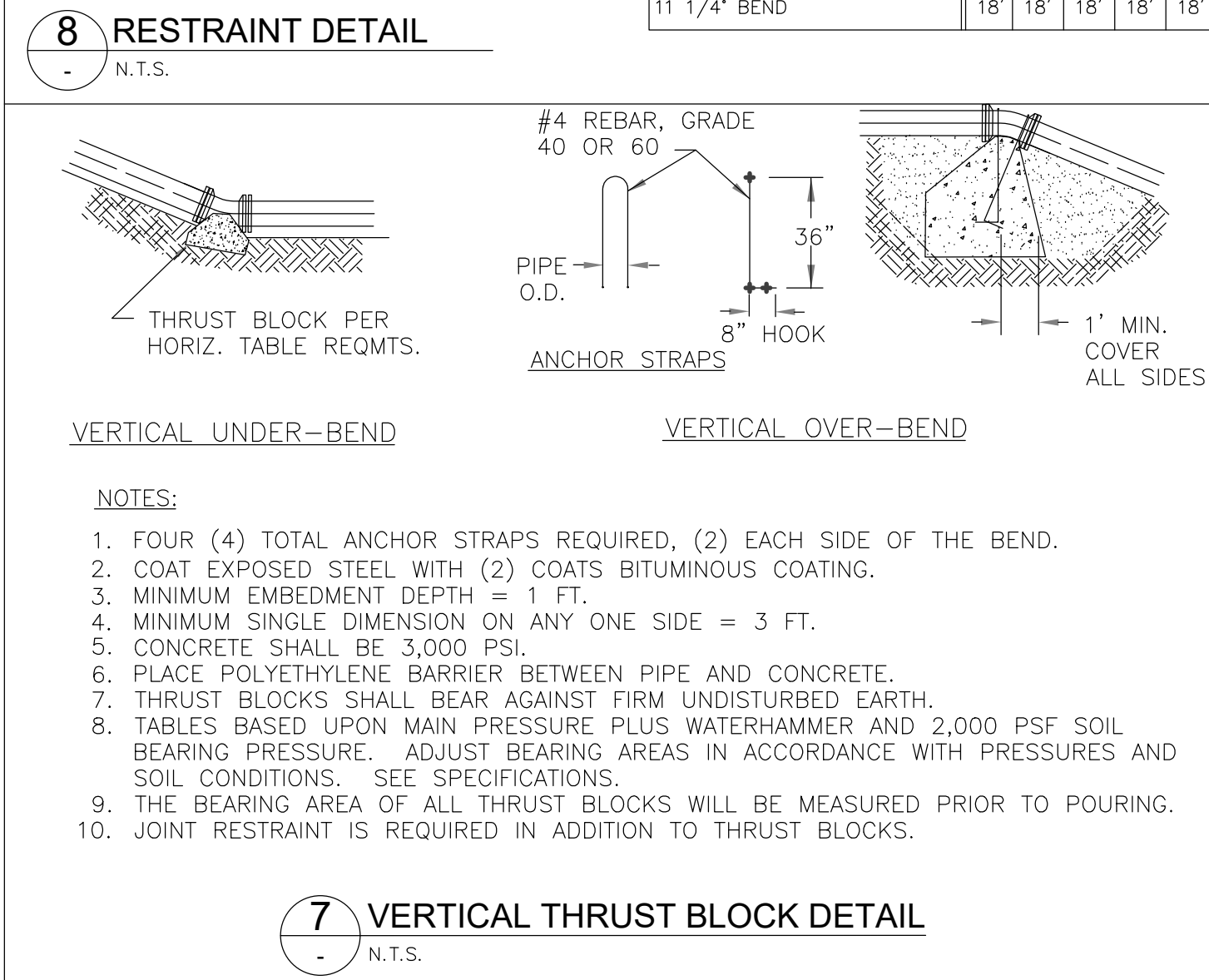
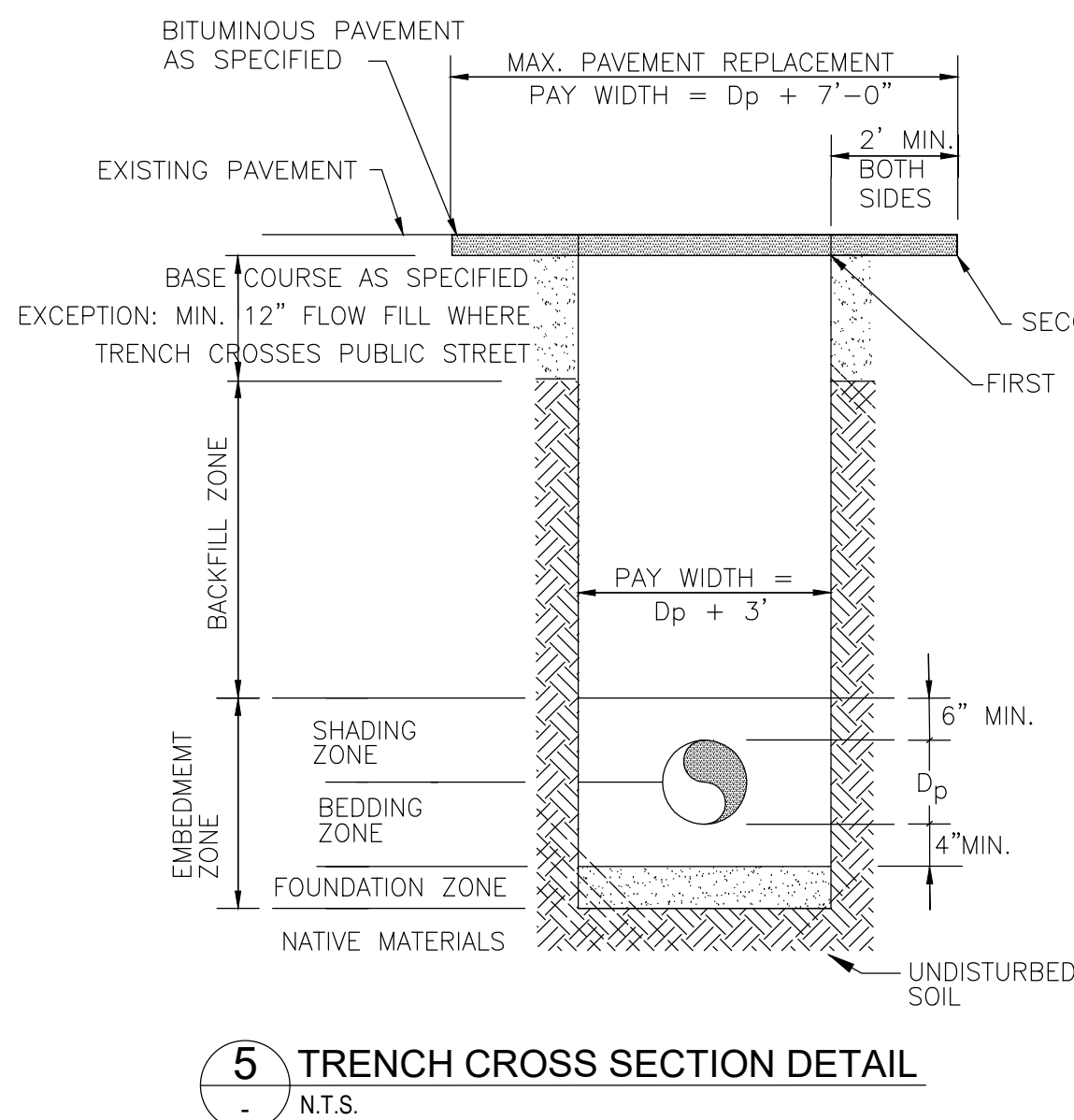
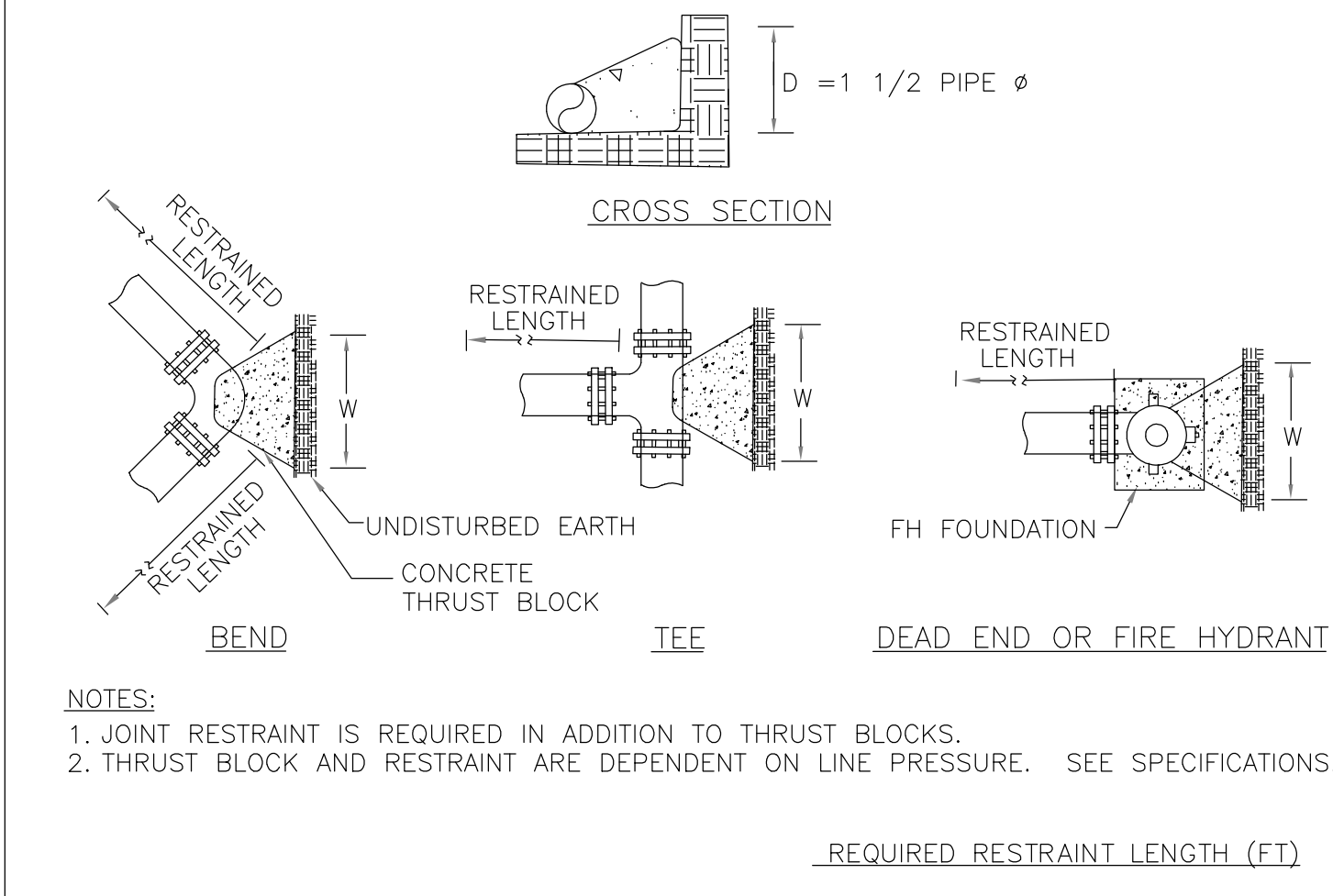
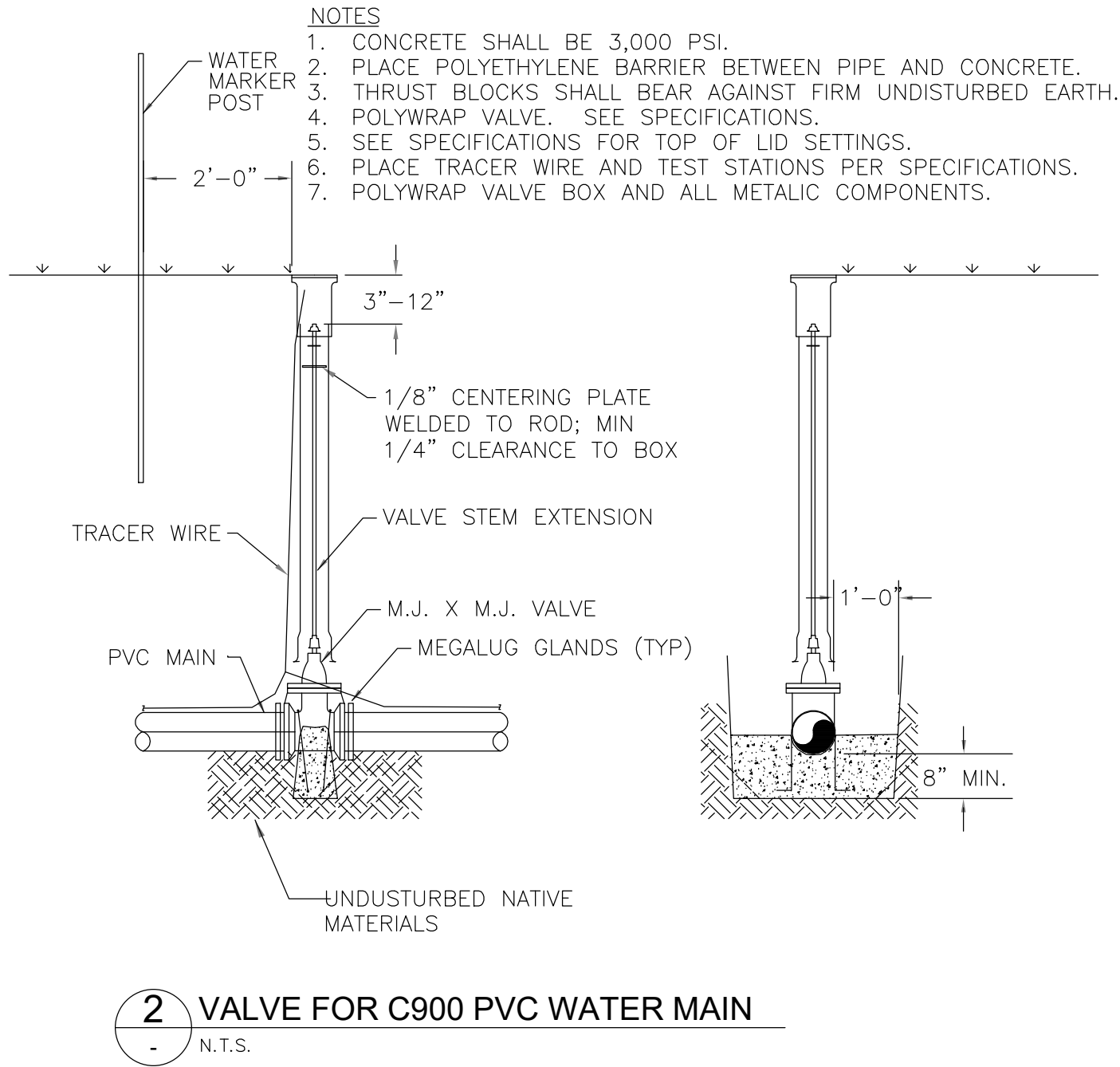
5. EXTENSIONS FOR CSP ARCH CULVERT SHALL MATCH THE CORRUGATIONS AND THE SPAN AND RISE DIMENSIONS OF THE CULVERT TO BE EXTENDED.

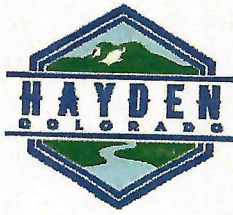
6. MINIMUM COVER FOR METAL AND PLASTIC PIPE IS THE DISTANCE FROM THE TOP OF THE PIPE TO THE TOP OF RIGID PAVEMENT OR TO THE TOP OF SUBGRADE FOR FLEXIBLE PAVEMENT.

7. ALL FOUNDATION, BEDDING AND BACKFILL SHALL BE COMPACTED TO NO LESS THAN 90% DENSITY AND WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT OF THE MODIFIED PROCTOR.

8. ADDITIONAL TRENCH EXCAVATION OR MEASURES MAY BE REQUIRED FOR UNANTICIPATED SOIL CONDITIONS.

9. LENGTHS ARE MEASURED HORIZONTALLY FROM END OF END SECTION TO END OF END SECTION OR CENTER OF MANHOLE





TOWN OF HAYDEN
AGREEMENT FOR PAYMENT OF
DEVELOPMENT REVIEW EXPENSES INCURRED BY THE TOWN

Regarding Project: Hayden Contractor Shops - Sketch Plan

THIS AGREEMENT ("Agreement"), made and entered into this 27th day of August 20 25, by and between the TOWN OF HAYDEN, COLORADO, a municipal corporation, hereinafter referred to as "the Town", and BWCC Business Park LLC, 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, 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 ten (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 annexation and Development Review 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:

BWCC Business Park LLC

Business Entity

By: 

Land Owner/Business Owner/Company
President

ATTEST:

Sharon Johnson, Town Clerk

TOWN OF HAYDEN:

By: _____
Mathew Mendisco, Town Manager

EXHIBIT A

LEGAL DESCRIPTION

Lots 45, 46, 47, Valley View Business Park
according to the plat recorded 1/5/2006 reception
No. 631598 and as filed at File No. 13572.



Date: September 10, 2025
File No.: 720-F11555-25
Buyer(s)/Borrower(s): BWCC Business Park LLC, a Colorado limited liability company
Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487
Assessor Parcel No.: R8169968, R8169971 and

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Fidelity National Title Company
4643 S Ulster Street
Suite 1150
Denver, CO 80237

Attn: Youn Ju Kim
Phone:
Fax:
Email: yjkim@fnf.com

To: Christopher Callahan
617 Hilltop Parkway
Steamboat Springs, CO 80487

Attn: Christopher Callahan
Phone: (847)341-9530
Fax:
Email: bwccbusinesspark@gmail.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

720-F11555-25

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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 4643 S Ulster Street, Suite 1150 Denver, CO 80237 Main Phone: (303)220-9999 Email: YJKim@fnf.com	

Order Number: 720-F11555-25

Property Address: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

SCHEDULE A

1. Commitment Date: August 21, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) Endorsement Form 107.12A
Proposed Insured: BWCC Business Park LLC, a Colorado limited liability company
Proposed Amount of Insurance: \$0.00
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
[BWCC Business Park LLC, a Colorado limited liability company](#)
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$0.00
CO 107.12A-06	\$174.00

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): BWCC Business Park LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Recordation of Statement of Authority for BWCC Business Park LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

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.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.

7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded in [Book 6 at Page 391](#).
9. All interest in all minerals, including oil and gas rights as reserved in a deed recorded March 28, 1958 in [Book 284 at Page 532](#), and any interests therein or rights thereunder.
10. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Yampa Valley Electric Association, Inc., as described in instrument recorded March 7, 1996 in [Book 718 at Page 274](#).
11. All notes, easements and provisions as shown on the Plat of Valley View Business Park filed January 5, 2006 at File No. 13572 at Reception No. [631598](#).

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SCHEDULE B, PART II - Exceptions
(continued)

12. Terms, agreements, provisions, conditions, obligations, (including common expenses, fees and costs under the Common Interest Ownership Act) easements and restrictions, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 5, 2006 at Reception No. [631599](#), and Transfer of Declarant Rights recorded August 2, 2006 at Reception No. [642303](#), given in connection therewith, and any and all amendments and/or supplements thereto.
13. Terms, agreements, provisions, conditions and obligations as contained in Improvements Agreement recorded January 5, 2006 at Reception No. [631600](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Reimbursement Agreement recorded January 5, 2006 at Reception No. [631601](#).
15. Special Warranty Deeds recorded June 5, 2023 at Reception No. [845978](#), at Reception No. [845979](#), at Reception No. [845980](#) and at Reception No. [845981](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Acknowledgement of Merger of Title as set forth below:
- Recording Date: April 26, 2024
Recording No: [852669](#) (as to Lots 45, 46 and 47)

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,250,000.00
Trustor/Grantor BWCC Business Park LLC
Trustee: Public Trustee of Routt County
Beneficiary: Richard Callahan and Benedicte Wirtz
Recording Date: July 30, 2025
Recording No: [862217](#) (as to Lots 45, 46 and 47)

END OF SCHEDULE B, PART II

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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 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, this Commitment terminates and the Company's liability and obligation end.

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- 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.

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(continued)

- 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 closing, settlement, escrow, or any other purpose.

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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 720-F11555-25

Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

The undersigned Borrower(s) ("Borrower") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

BWCC Business Park LLC, a Colorado limited liability company

BY: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by , , of the BWCC Business Park LLC, a Colorado limited liability company.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.