

**SPECIAL WARRANTY DEED**

**THIS DEED**, Made this 19th day of August, 2020 between

**W.E. Michel**

of the County of Fremont and State of COLORADO, grantor(s), and

**Braddy Builders, Inc.**

whose legal address is 1660 Grand Ave Canon City, CO 81212

of the County of Fremont, State of Colorado, grantee(s):

**WITNESS**, That the grantor(s), for and in consideration of the sum of Three Hundred Twenty-Five Thousand Dollars and No/100's (\$325,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as Vacant Land , Canon City, CO 81212

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor(s) has executed this deed on the date set forth above.

**SELLER:**

*W.E. Michel*

**W.E. Michel**

STATE OF COLORADO  
COUNTY OF Fremont

}ss:

The foregoing instrument was acknowledged before me this 19th day of August, 2020 by **W.E. Michel**

Notary Public

Witness my hand and official seal.

My Commission expires: 4-19-21

ANNETTE GRAY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19974005247  
MY COMMISSION EXPIRES APRIL 19, 2021



**Exhibit A**

**Lots 1, 2 and 3, Michel Subdivision according to the Plat recorded July 22, 1991, Reception No. 581627**

**and**

**Lot B, Michel Lot Line Adjustment according to the Plat recorded March 27, 2008, Reception No. 849416**

**and**

**Lot A, Zhangtao Lot Line Adjustment according to the Plat recorded March 4, 2010, Reception No. 872315**

**County of Fremont  
State of Colorado**

Attorneys  
Title Guaranty  
Fund, Inc.**COMMITMENT FOR TITLE INSURANCE****ISSUED BY****Attorneys Title Guaranty Fund, Inc.****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 EXTRACTIONAL 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, Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to

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be affixed by its duly authorized officers on the date shown in Schedule A.

## ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN  
PRESIDENT

Issued By

Warranty Title, Inc.

Member's Name

1011 Royal Gorge Boulevard, Cañon City, CO 81212

Address

(719) 275-7500

Telephone

**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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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

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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>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Warranty Title, Inc.

Issuing Office: 1011 Royal Gorge Boulevard, Cañon City, CO 81212

ALTA® Universal ID: 1108577

Loan ID Number:

Commitment Number: WT-22-163-1

Issuing Office File Number: WT-22-163

Property Address: Lot 1, Braddy Lot Line Adjustment and Lot 3, Michel Subdivision, Canon City, CO 81212

Revision Number: 0

**SCHEDULE A**

File Reference: WT-22-163

1. Commitment Date: **05/12/2022 at 8:00 AM**
2. Policy to be issued: Premium
  - a. ALTA Loan Policy
    - Proposed Insured: **TBD**
    - Proposed Policy Amount: **\$**
    - Title Premium: **\$375.00**
    - Endorsements: **NONE**
    - Total Premium: \$375.00**
3. The estate or interest in the Land described or referred to in this Commitment is **fee simple**
4. Title to the **fee simple** estate or interest in the Land is at the Commitment Date vested in: **Braddy Builders, Inc.**
5. The Land is described as follows:  
See Schedule C attached hereto.  
For informational purposes only, the property address is: **Lot 1, Braddy Lot Line Adjustment and Lot 3, Michel Subdivision, Canon City, CO 81212**

**By: Warranty Title, Inc.****Diana Armstrong  
Authorized Signatory**

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**SCHEDULE B, PART I  
Requirements**

File Reference: WT-22-163
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All of the following Requirements must be met:

- a. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- b. Pay the agreed amount for the estate or interest to be insured.
- c. Pay the premiums, fees, and charges for the Policy to the Company.
- d. 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.
- e. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).

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**SCHEDULE B, PART II**  
**Exceptions**

File Reference: WT-22-163
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THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
6. Real estate taxes or special assessments for the year(s) 2021, that are not yet due or payable.
7. Any and all notes, easements and recitals as disclosed on the plat of Michel Subdivision recorded July 22, 1991 at Reception No. 581627; Plat of Michel Lot Line Adjustment recorded March 27, 2008 at Reception No. 849416 and Zhangtao Lot Line Adjustment according to the plat recorded March 4, 2010 at Reception No. 872315.
8. Any and all notes, easements and recitals as disclosed on the plat of Braddy Lot Line Adjustment recorded April 19, 2021 at Reception No. 999918.
9. Right of way for the Oil Creek Ditch and any laterals.
10. Terms and conditions of Water Service Contract recorded May 20, 2004 at Reception No. 787463.
11. Agreement for Access Easement granted to Merton B. Purvis and Marjorie L. Purvis recorded July 22, 2005 at Reception No. 807368.

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12. Ditches and ditch rights of way necessary to irrigate said property as set forth in deed recorded December 15, 1976 in Book 590 at Page 442.

*Note: 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.*

*Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122.*

*The subject property may be located in a special taxing district.*

*A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of 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.*

**Note:** If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.

If there are any questions concerning this Commitment, please call (719) 275-7500.

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**SCHEDULE C**  
**Property Description**

	<b>File Reference: WT-22-163</b>
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The Land referred to herein below is situated in the County of Fremont, State of Colorado, and is described as follows:

For informational purposes only: Lot 1, Braddy Lot Line Adjustment and Lot 3, Michel Subdivision, Canon City, CO 81212

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Attorneys  
Title Guaranty  
Fund, Inc.

## **Privacy Policy**

### **ATGF's Commitment to Privacy**

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

### **Changes to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.



# Account Balance

Sorted by area showing outstanding tax charges (does not show interest or other fees)

running over a subset of accounts

Account ID	Parcel Number	Owner Name	Year	Amount
<b>Area - 19A</b>				
R031522	99104467	BRADDY BUILDERS INC	Total Due	\$355.36
			2021	\$355.36
Total balance due for 1 accounts in year 2021:				\$355.36
Total balance due for 1 accounts over all years:				\$355.36

24.1