

City of Trinidad owned Pioneer/Sanchez Property

***We use credit card verification to confirm bidder authenticity. Please note any verification amounts are immediately credited back to your account. ***

Auction Terms and Conditions

Real Estate Auction

ANNOUNCEMENTS AND STATEMENTS MADE BY TLC REAL ESTATE SERVICES INC. AT AND/OR DURING THE AUCTION WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR OTHER ORAL STATEMENTS. PROSPECTIVE BUYERS ARE ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE WITH RESPECT TO THE PURCHASE OF ANY REAL PROPERTY INCLUDING, BUT NOT LIMITED TO, SEEKING LEGAL ADVICE FROM THEIR OWN ATTORNEY REGARDING DISCLOSURES AND DISCLAIMERS SET FORTH BELOW.

AUCTION DATE & TIME: Opens 04/01/2024 Auction ends 05/11/2024

AUCTION LOCATION: ONLINE ONLY

AUCTION REGISTRATION: This is an online auction only for the tract commonly known as "Pioneer/Sanchez property Hoehne Colorado." All parties seeking to bid on the property offered at auction must register online with TLC Real Estate Services Inc. prior to the auction conclusion and provide the required information to receive bidder authorization. Bidders are encouraged and may register prior to the auction. Same-day registration will be allowed, and bidders should allow enough time to register prior to the auction. All bidders will be required to complete a statement ("Bidders Registration") prior to the commencement of bidding that the bidder has inspected the property and sale documents and is financially capable of closing the transaction. All bidders will be required to provide proof of financial ability to purchase prior to a bid being accepted. All bidding is open to the public, and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, national origin, or handicap.

AUCTION FORMAT: This auction is an online auction. Our goal is to realize the highest return to the seller and to satisfy all interested parties by allowing bidders who are interested to have the same opportunity.

BIDDING TO OPEN AT \$250,000.00: There is a reserve on the property. The property will not sell if the reserve is not met.

AUCTION PROCEDURES: Conduct of the auction and increments of bidding are at the direction and discretion of TLC Real Estate Services Inc. Registered Bidders will have the opportunity to bid on the parcel for the duration of the auction. The close of the auction will be scheduled for 05/11/2024 at 5PM MST. Should a bid be made in the last 5 minutes of the parcel's sale, the close will automatically be extended 5 minutes. And thus, extending the closing of the parcel. In the event of a dispute between bidders, Seller and TLC Real Estate Services Inc. shall make the final decision to accept the final bid, to re-offer and re-sell the property, or to remove the property from the auction. If any disputes should arise following the

auction, TLC Real Estate Service's records shall be conclusive. Property(ies) are sold AS IS, WHERE IS, with NO Contingencies allowed.

REQUIREMENTS OF THE HIGH BIDDER(S): Immediately following the winning bid of the offered parcel, the highest bidder(s) shall enter into and sign a real estate contract with the Seller for the total contract sale price in the form attached hereto as Exhibit A (the "Contract"). Required earnest money deposit to be in the form of wired funds, a personal, business, or corporate check for 10% of winning auction price within 3 business days which is due upon the signing of the Contract and to be deposited with First Choice Title and Escrow 1115 E Main Street Trinidad Colorado 81082. Such earnest money deposit shall be non-refundable except as otherwise set forth in the Contract or these Terms and Conditions. The Contract shall not be contingent upon inspection, appraisal, financing or any other contingency and shall be a Specific Performance contract. These Terms and Conditions shall be incorporated into and made part of the Contract.

CLOSING: Purchaser(s) shall pay in cash, electronic transfer funds, or cashier's check (Good Funds), the balance of purchase price (purchase price less earnest money deposit), plus their respective closing costs, and sign and complete all customary or required documents at closing, which is on or before May 24th, 2024. Closing is to be conducted by First Choice Title and Escrow Inc, 1115 E Main Street Trinidad Colorado 81082, and the closing agent fees are to be split equally between Sellers and Purchaser(s). All 2024 real estate taxes will be prorated between the sellers and the buyers based on the closing date. The seller will be responsible for any title opinion or title insurance costs, applicable recording fees and customary closing fees.

POSSESSION: Real Estate will be transferred to the Purchaser upon closing and delivery of the deed.

PROPERTY CONDITION: The prospective Purchaser(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions and the property is being sold AS IS, WHERE IS. Except as expressly set forth in the Contract, Seller will not make, and Purchaser hereby acknowledges that neither Seller nor its representatives have made, any agreement, covenant, representation, or warranty, whether express or implied, with respect to the property, including, without limitation, any implied warranty of habitability, merchantability, or fitness for a particular purpose. Purchaser further hereby acknowledges that Purchaser has made or will make its decision to purchase the property solely in reliance upon Purchaser's own inspection and review of the property.

PURSUANT TO THE CONTRACT, PURCHASER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WILL AGREE TO WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH PURCHASER OR ITS SUCCESSORS OR ASSIGNS HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED

TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE CONTRACT, THIS RELEASE WILL SURVIVE THE CLOSING OR THE TERMINATION OF THE CONTRACT.

TITLE: Seller to pass title by Special Warranty Deed, in a form reasonably agreeable to Purchaser and Seller as provided by the title insurance company. Seller will be providing preliminary Title Commitment for the purchaser's review prior to auction. Purchaser may, at Purchaser's sole cost and expense, procure a title commitment with the Purchaser's name, lender, purchase price, and all supplements and additions thereto after auction. Purchaser and Seller shall each cooperate to cause to be delivered to the Purchaser at closing a commercially reasonable owner's title insurance policy (the "Title Insurance") issued by the Title Company in an amount equal to the Purchase Price. Title Insurance to be used as evidence of marketable title and cost of the Title Insurance Premium shall be paid by Seller at closing. The Title Insurance may contain any endorsements requested by Purchaser, at Purchaser's sole cost and expense. Property to be sold subject to existing roads and highways; established easements and rights-of-ways; other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

REAL ESTATE TAXES: Taxes shall be prorated to the Day of Closing, with Sellers paying all taxes prior to closing.

LEGAL DESCRIPTION: Legal Descriptions are subject to existing fence/field boundaries or land- use trades, if any, and all rights-of-way, easements, and other conditions of record.

MINERALS: All seller-owned mineral rights will transfer with land to the buyer. Seller does not guarantee the amount of Mineral rights owned.

WATER RIGHTS:

Reservations for Property

The following information shall be provided to all prospective buyers of the Property. This language shall be added as "Additional Provisions" to any purchase and sale agreement entered into by Seller.

1. Water Rights. In the special warranty deed for the Property, Seller shall include the following language, which will reserve all water rights to Seller.

Grantor reserves all water and water rights, whether tributary, non-tributary, or not non-tributary, whether adjudicated or un-adjudicated, all ditches and ditch rights, springs, spring rights, laterals, lateral rights, storage rights, reservoirs and reservoir rights, all mutual ditch or reservoir company stock, which are, have been, or may be used on or in connection with, or are appurtenant to, located on or underlying, or in any way associated with the real property as shown in Exhibit A attached hereto and incorporated herein by this reference (the "Property") including, but not limited to, the following specific rights, along with any related rights to storage capacity in or water stored in Trinidad Reservoir:

A. 0.7125 cfs of Priority No. 13 for Water District 19, originally adjudicated to the Lewelling-McCormick Ditch by the District Court, Las Animas County, Colorado on August 10, 1903 for 5.0 cfs of water from the Purgatoire River (a/k/a Las Animas River), with an appropriation date

of January 1, 1864 for irrigation use, whose point of diversion was changed to the John Flood Ditch and subsequently changed to the Model Canal; and

B. 1.14 cfs of Priority No. 20 for Water District 19, originally adjudicated to the Hoehne Ditch by the District Court, Las Animas County, on August 10, 1903, for 24.0 cfs of water from the Purgatoire River, with an appropriation date of October 7, 1865 for irrigation use, whose point of diversion was changed to the John's Flood Ditch and subsequently changed to the Model Canal;

C. 17 shares of the New Johns Flood Ditch Company;

All as changed pursuant to Case Nos. 88CW61 and 17CW3073 ("Decrees") (collectively, the "Water Rights").

Including, without limitation, any and all associated structures and equipment used for or associated with any diversions, conveyance, measurement, storage, or use of said Water Rights, and all easements, rights-of-way, licenses, permits, contract rights and governmental approvals therefore or pertaining thereto the Property, if any;

Together with any and all easements, licenses or rights-of-way held by the Grantor that run with the land and benefit or supplement the Grantor's use of the Water Rights, including without limitation, the right to use any of the Grantor's head gates on any ditch and reservoir companies' ditches required to divert the Water Rights and any laterals connected thereto or used therewith and the right to transport water across any third party's property.

2. Dry Up Covenant.

In the special warranty deed for the Property, Seller shall include the following language, which will reserve a dry up covenant. The dry up covenant will be in substantially the same form as the following.

A. Grantor reserves a non-exclusive perpetual easement for the purpose of access to and over the Property as may be reasonably necessary to conduct monitoring or testing activity for the sole purpose of demonstrating the land is no longer irrigated by the Water Rights and is dried-up. Only where Grantor has failed to dry-up any portion of the Property does this easement include access to and over the Property as may be reasonably necessary to take actions to effectuate and enforce this Covenant. Grantor agrees that any entry onto the Property shall be made after giving 48 hours written notice to Grantee. Grantor agrees that its agents and employees will take commercially reasonable steps to avoid interfering with the Grantee's use of the property. Grantor agents and employees shall close all gates opened to access and exit the Property.

B. This Covenant may be enforced by Grantor, its heirs, successors, and assigns, or by the Office of the Colorado State Engineer in accordance with the terms of the Decrees, at any time in any action at law or in equity.

C. This Covenant shall bind Grantee, its heirs, successors and assigns and shall run with and burden the Property and shall run with and benefit the Water Rights.

D. Grantor shall, at its sole expense, remove by herbicide spray or other suitable method all deep-rooted irrigated plants, including but not limited to alfalfa, from such Property as necessary to satisfy the requirements placed on the Grantor to "dry-up" the Property pursuant to the Decrees.

E. Grantor, at its sole expense, shall be responsible for any other actions required on the Property to comply with the terms of the Decree to effectuate the dry-up of the Property, including but not limited to: any measurement; monitoring; testing; reporting; monumenting and surveying of the Property; and altering and removing ditches. Grantor and Grantee shall coordinate and cooperate with respect to such activities.

NOXIOUS WEEDS: Seller acknowledges there may be a presence of noxious weeds.

ACREAGES: All stated acreages are approximate and are obtained from either the county tax records, current legal descriptions, and/or aerial photos, and most current survey. No warranty is expressed or implied as to exact acreages of the property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in the purchase price if the acreage is different than what is stated in this brochure and/or stated at the auction. The detail brochure includes the estimated taxed acres. All price per acre calculations in the initial brochure, detailed brochure, and visual presentation at the auction are based on most recent survey.

ANNOUNCEMENTS: The information contained herein has either been given to us by the owners of the properties or obtained from sources deemed reliable. We have no reason to doubt its accuracy, but we do not guarantee it. TLC Real Estate Services Inc. and the Sellers assume no responsibility for the omissions, corrections, or withdrawals. The prospective Purchaser(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition and to rely on their own conclusions. All property is to be sold AS IS, WHERE IS, without warranty, representation, or recourse to Sellers. The Contract shall not be contingent upon inspection, appraisal, or financing and shall be a Specific Performance contract. TLC Real Estate Services Inc and all other agents of Broker are or will be acting as a Transaction Broker unless noted otherwise. Announcements made by Hayden Outdoors at the time of sale will take precedence over any previously printed material or other oral statements. TLC Real Estate Services Inc reserves the right to require bank references upon request. and reserves the right to refuse bids from any bidder. Bidding increments at the discretion of TLC Real Estate Services Inc and Seller.

ADDITIONAL DISCLAIMERS: Neither Seller nor TLC Real Estate Services Inc makes any representations or warranties as to the accuracy or completeness of any information contained online at the auction website or made available by the Seller or Hayden Outdoors. Online bidding is provided on an "as is, as available" basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for any particular purpose, are made with respect to the online bidding platform or any information or software therein. Neither Seller nor TLC Real Estate Services Inc will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller nor TLC Real Estate Services Inc will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence of Seller or TLC Real Estate Services Inc. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.



WESTCOR
LAND TITLE INSURANCE COMPANY

**ALTA COMMITMENT FOR TITLE
INSURANCE issued by
WESTCOR LAND 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, Westcor Land Title Insurance Company, a(n) South Carolina 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 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and 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.
 - 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.

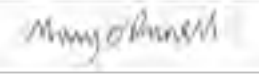
11. ARBITRATION

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

**WESTCOR LAND TITLE
INSURANCE COMPANY**
875 Concourse Parkway South
Suite 200, Maitland,

FL 32751





By: _____
President



By: _____
Secretary

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

Issuing Agent: First Choice Title & Escrow Inc

Issuing Office: 1115 East
Main Street
Trinidad, CO
81082

Issuing Office's ALTA® Registry
ID: 1213966 Loan ID Number:

Commitment Number: 24-02-3023

Issuing Office File Number: 24-02-3023

Property Address: 20500 County Road 79, Trinidad,
CO 81082 Revision Number: 1

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SCHEDULE A 1. Commitment Date: 8:00 AM

2. Policy to be issued:

(a) 2021 ALTA
Homeowner's Policy
Proposed Insured:

Proposed Amount of Insurance: \$

The estate or interest to be insured: **fee simple**

(b) 2021 ALTA Loan
Policy Proposed
Insured:

Proposed Amount of Insurance: \$

The estate or interest to be insured: **fee simple**

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:

City of Trinidad by deed from Pioneer Natural Resources USA, Inc., a Delaware Corporation & XTO Energy Inc., a Delaware Corporation dated 06/27/2017 and recorded with Las Animas County Clerk & Recorder on 10/03/2017 as Instrument #201700739121 in Book 1139, Page 148.

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

FIRST CHOICE TITLE & ESCROW INC

1115 East Main Street, Trinidad, CO 81082

Telephone: (719) 846-6349

WESTCOR LAND TITLE INSURANCE COMPANY

875 Concourse Parkway South Suite 200, Maitland,

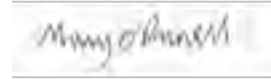
FL 32751

Countersigned by:



Ryan Coberly, License #688671

First Choice
Title &
Escrow Inc,
License
#723474



By: _____
President



By: _____
Secretary

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Documents satisfactory to the Company that authorize signing authority for the City of Trinidad.

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Subject to the Water Supply Agreement, recorded on August 17, 2017 as Instrument #201700738627 in [Book 1138, Page 522](#) in the official records of the Las Animas County Clerk & Recorder.
10. Any and all Notes, Right of Ways, and Easements on plat map recorded on February 22, 2010 as Instrument #201000706615 in [Book 1090 Page 608](#) in the official records of the Las Animas County Clerk & Recorder.
11. Subject to the Right of Way of El Moro- Hoehne Pipeline Association, recorded on November 15, 1961 as Instrument #436769 in [Book 666, Page 310](#) in the official records of the Las Animas County Clerk & Recorder.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Las Animas, State of Colorado, and is described as follows:

A TRACT OF LAND LOCATED IN PART OF THE NWNE, THE NW4 AND THE SW4 LYING SOUTH OF COUNTY ROAD 75.1, AND ALL OF THE S2NE OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, LAS ANIMAS COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT BEING THE EAST 1/4 CORNER OF SECTION 7 WHERE A WITNESS CORNER BEARS

S89°52'14"W A DISTANCE OF 30.0 FEET MARKED WITH A 2" ALUMINUM CAP STAMPED PLS 12103 ENCASED IN

CEMENT, THENCE S89°52'14"W ALONG THE SOUTH LINE OF THE NE4 OF SECTION 7 A DISTANCE OF 2645.96

FEET TO A POINT BEING THE CENTER OF SECTION 7 AND MARKED WITH A 2" ALUMINUM CAP STAMPED

SHIELDS SURVEY PLS 38116 AND MARKED ACCORDINGLY, THENCE S00°20'56"E ALONG THE EAST LINE OF

THE SW4 OF SECTION 7 A DISTANCE OF 2701.49 FEET TO A POINT BEING THE SOUTH 1/4 CORNER OF

SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 AND MARKED

ACCORDINGLY, THENCE N89°24'11 "W ALONG THE SOUTH LINE OF THE SW4 OF SECTION 7 A DISTANCE OF

2789.13 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SECTION 7 MARKED WITH A 2" ALUMINUM

CAP STAMPED SHIELDS SURVEY PLS 38116 AND MARKED ACCORDINGLY, THENCE N00°16'36"E ALONG THE

WEST LINE OF THE SW4 OF SECTION 7 A DISTANCE OF 1669.55 FEET TO A POINT ON THE SOUTHERLY

BOUNDARY OF COUNTY ROAD 75.1 MARKED WITH A YELLOW CAP STAMPED PLS 12160, THENCE N42°00'30"E

ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 889.00 FEET TO A YELLOW CAP

STAMPED PLS 12160, THENCE N41°58'54"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A

DISTANCE OF 2030.69 FEET TO A YELLOW CAP STAMPED PLS 12160, THENCE N41°50'54"E ALONG THE

SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 615.27 FEET TO A 1 1/2" ALUMINUM CAP

STAMPED LS2548, THENCE N54°45'32"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A

DISTANCE OF 377.86 FEET TO A 1 1/2" ALUMINUM CAP STAMPED LS2548, THENCE N68°50'26"E ALONG THE

SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 1510.30 FEET TO A POINT BEING ON THE

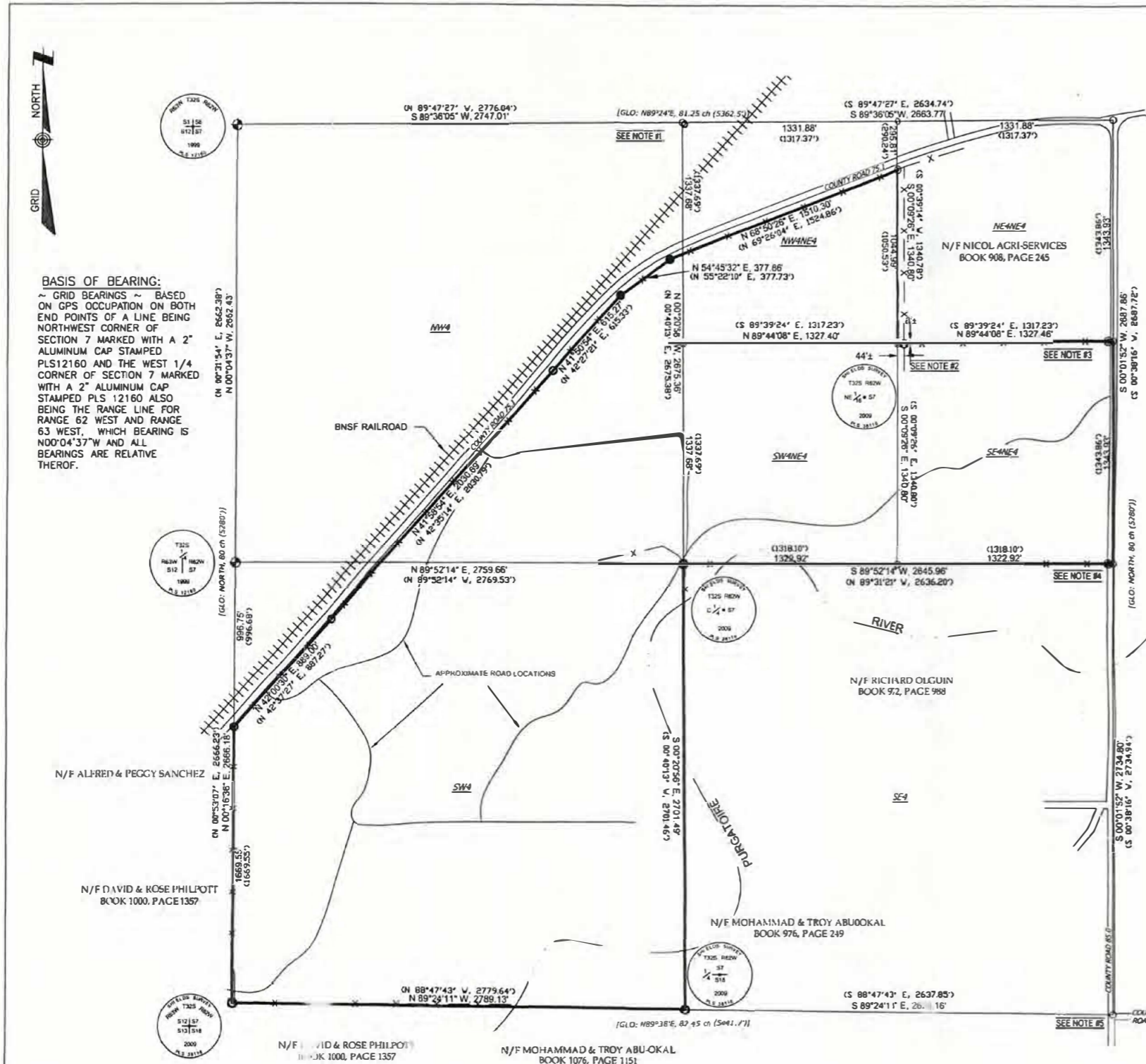
EAST LINE OF THE NWNE OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS

38116, THENCE S00°09'26"E ALONG THE EAST LINE OF THE NWNE OF SECTION 7 A DISTANCE OF 1044.99 FEET

TO THE SOUTHEAST CORNER OF THE NWNE MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY

PLS 38116 MARKED ACCORDINGLY, THENCE N89°44'08"E ALONG THE NORTH LINE OF THE SENE OF SECTION

7 A DISTANCE OF 1327.46 FEET TO A POINT WHERE A WITNESS CORNER BEARS S89°04'08"W A DISTANCE OF 30.0 FEET BEING A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 "W.C. 30.0" THENCE S00°01'52"W A DISTANCE OF 1343.93 FEET TO THE POINT AND PLACE OF BEGINNING.



BASIS OF BEARING:
 ~ GRID BEARINGS ~ BASED ON GPS OCCUPATION ON BOTH END POINTS OF A LINE BEING NORTHWEST CORNER OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED PLS12160 AND THE WEST 1/4 CORNER OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED PLS 12160 ALSO BEING THE RANGE LINE FOR RANGE 62 WEST AND RANGE 63 WEST, WHICH BEARING IS N00°04'37"W AND ALL BEARINGS ARE RELATIVE THEROF.

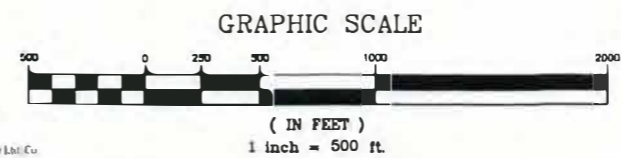
NOTICE:

~ CLIENT DID NOT REQUEST THAT UTILITIES, EASEMENTS AND/OR RIGHT-OF-WAYS BE RESEARCHED OR SHOWN ON THIS SURVEY PLAT.
 ~ NO TITLE SEARCH WAS COMPLETED OF THIS SURVEY TO DETERMINE THE OWNERSHIP, RIGHT-OF-WAYS, AND/OR EASEMENTS OF RECORD.

I, NORMAN SCOTT WEESE, A REGISTERED COLORADO PROFESSIONAL LAND SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY. THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR SURVEYING IN COLORADO.

NORMAN SCOTT WEESE, COLORADO P.L.S. 38116
 November 15, 2009
 DATE

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF THE NW4NE4, THE NW4 AND THE SW4 LYING SOUTH OF COUNTY ROAD 75.1, AND ALL OF THE S2NE4 OF SECTION 7, TOWNSHIP 32 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, LAS ANIMAS COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT POINT BEING THE EAST 1/4 CORNER OF SECTION 7 WERE A WITNESS CORNER BEARS S89°52'14"W A DISTANCE OF 30.0 FEET MARKED WITH A 2" ALUMINUM CAP STAMPED PLS 12103 ENCASED IN CEMENT,
 THENCE S89°52'14"W ALONG THE SOUTH LINE OF THE NE4 OF SECTION 7 A DISTANCE OF 2645.96 FEET TO A POINT BEING THE CENTER OF SECTION 7 AND MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 AND MARKED ACCORDINGLY,
 THENCE S00°20'56"E ALONG THE EAST LINE OF THE SW4 OF SECTION 7 A DISTANCE OF 2701.49 FEET TO A POINT BEING THE SOUTH 1/4 CORNER OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 AND MARKED ACCORDINGLY,
 THENCE N89°24'11"W ALONG THE SOUTH LINE OF THE SW4 OF SECTION 7 A DISTANCE OF 2789.13 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 AND MARKED ACCORDINGLY,
 THENCE N00°16'36"E ALONG THE WEST LINE OF THE SW4 OF SECTION 7 A DISTANCE OF 1669.55 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 MARKED WITH A YELLOW CAP STAMPED PLS 12160,
 THENCE N42°00'30"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 889.00 FEET TO A YELLOW CAP STAMPED PLS 12160,
 THENCE N41°58'54"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 2030.69 FEET TO A YELLOW CAP STAMPED PLS 12160,
 THENCE N41°50'54"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 615.27 FEET TO A 1 1/2" ALUMINUM CAP STAMPED LS2548,
 THENCE N54°45'32"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 377.66 FEET TO A 1 1/2" ALUMINUM CAP STAMPED LS2548,
 THENCE N68°50'26"E ALONG THE SOUTHERLY BOUNDARY OF COUNTY ROAD 75.1 A DISTANCE OF 1510.30 FEET TO A POINT BEING ON THE EAST LINE OF THE NW4NE4 OF SECTION 7 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116,
 THENCE S00°09'26"E ALONG THE EAST LINE OF THE NW4NE4 OF SECTION 7 A DISTANCE OF 1044.99 FEET TO THE SOUTHEAST CORNER OF THE NW4NE4 MARKED WITH A 2" ALUMINUM CAP STAMPED SHIELDS SURVEY PLS 38116 MARKED ACCORDINGLY,
 THENCE N89°44'08"E ALONG THE NORTH LINE OF THE SE4NE4 OF SECTION 7 A DISTANCE OF 1327.46 FEET TO THE POINT AND PLACE OF BEGINNING.
 SAID TRACT CONTAINING 309.71 ACRES MORE OR LESS
 SUBJECT TO ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

REFERENCES:

- DOCUMENTS USED IN THE PREPARATION OF THIS PLAT AND SURVEY:
- QUIT CLAIM DEED FROM THE MODEL LAND & IRRIGATION CO TO SHANE DAVID AND JENNIFER SANCHEZ, RECORDED 04-06-2001, DOC# 200100651309 OF RECORDS OF LAS ANIMAS COUNTY, COLORADO.
 - LAND SURVEY PLAT ENTITLED SHANE SANCHEZ, JOB NO. 2602-01 BY TERRY SURVEYING, DATED 2/14/2001 OF COUNTY SURVEY RECORDS, DEPOSITED FEB 7, 2003 IN BOOK DR 9, PAGE 694 OF RECORDS OF LAS ANIMAS COUNTY, COLORADO.
 - U.S.G.L.O. SURVEY PLAT FOR T32S, R62W OF RECORDS OF LAS ANIMAS COUNTY, COLORADO.
 - LAND SURVEY PLAT ENTITLED RICHARD OLGUIN, JOB NO D100LGN124 BY PETERSON SURVEY, INC, DATED DECEMBER 19, 2001 OF COUNTY SURVEY RECORDS, DEPOSITED FEB 7, 2003 IN DR 9, PAGE 671 OF RECORDS OF LAS ANIMAS COUNTY, COLORADO.

NOTES:

- PARCEL ID NO. 13838300
 - ALL DISTANCES ARE GROUND IN U.S. SURVEY FEET UNITS.
 - ALL COORDINATES ARE BASED ON COLORADO STATE PLANE COORDIANTE SYSTEM, SOUTH ZONE, NAD83 SYSTEM.
 - THETA FOR SITE = 00°40'45" AT NORTHWEST SECTION CORNER FOR SECTION 7
- FOUND 1/2" REBAR WITH YELLOW CAP STAMPED PLS 12160. FOUND NO OTHER EVIDENCE OF 1/4 CORNER. FOUND SURVEY MONUMENT DOESNT AGREE WITH RECORDED MONUMENT RECORD DATASHEET. SET 1/4 CORNER AT PROPORTIONATE MEASUREMENT AND USED FOUND MONUMENT AS REFERENCE MARKER.
 - FOUND 1/2" REBAR WITH YELLOW CAP STAMPED PLS 12160 AT FENCE CORNER. NO OTHER EVIDENCE OF 1/16TH CORNER FOUND. SET CORNER AT PROPORTIONATE MEASUREMENT AND USED FOUND MONUMENT AS REFERENCE MARKER.
 - FOUND TWO 1/2" REBARS WITH YELLOW CAPS STAMPED PLS 12160 ON EITHER SIDE OF IRRIGATION DITCH IN EXISTING FENCELINE. NO OTHER EVIDENCE OF 1/16TH CORNER FOUND. CALCULATED CORNER AT PROPORTIONATE MEASUREMENT AND SET WITNESS CORNER AND USED FOUND REBARS AS REFERENCE MARKERS.
 - FOUND 2" ALUMINUM CAP STAMPED PLS 12103 ENCASED IN CEMENT AND 1/2" BRASS TAG STAMPED LS 12103 ON FENCE POST AS REFERENCE CORNER. USED RECORDED MONUMENT RECORD DATASHEET AND FOUND MONUMENTS TO RE-ESTABLISHED POSITION OF QUARTER CORNER AND FOUND EVIDENCE OF CORNER BURIED UNDERNEATH ROAD ASPHALT. USED 2" ALUMINUM CAP STAMPED PLS 12103 AS WITNESS CORNER OF QUARTER CORNER AND BRASS TAG AS REFERENCE MARK.
 - FOUND 1/2" BRASS TAGS REFERENCE MARKERS ON BOTH SIDES OF COUNTY ROAD 38.0 IN FENCE CORNER POSTS. USED RECORDED MONUMENT RECORD DATASHEET AND FOUND MONUMENTS TO RE-ESTABLISHED POSITION OF SECTION CORNER AND FOUND EVIDENCE OF CORNER BURIED UNDERNEATH ROAD ASPHALT.

LEGEND:

- ⊕ = FOUND 3/4" REBAR 2" ALUMINUM CAP MARKED ACCORDINGLY STAMPED PLS 12160
- = FOUND 1/2" REBAR YELLOW PLASTIC CAP STAMPED PLS 12160
- = FOUND 1/2" REBAR 1 1/2" ALUMINUM CAP STAMPED LS 2548
- ⊙ = FOUND 1/2" REBAR 2" ALUMINUM CAP STAMPED LS 12103
- ⊕ = SET 3/4" REBAR 2" ALUMINUM CAP STAMPED PLS38116 (STAMPED AS SHOWN)
- ⊙ = SET 1/2" REBAR 2" ALUMINUM CAP STAMPED PLS38116
- = CALCULATED POINT - NO POINT FOUND OR SET UNLESS OTHERWISE NOTED.
- ⊕ = CALL FROM SURVEY BY TERRY SURVEYING (REF DOC#)
- ⊙ = CALL FROM U.S.G.L.O. SURVEY OF SECTION
- X - X - X - = APPROXIMATE LOCATION OF EXISTING FENCES

INDEXING INFORMATION FOR COUNTY CLERK
 OWNER OF TRACT: SHANE & JENNIFER SANCHEZ
 LOCATION: SEC 7, T 32 S, R 62 W, 6TH P.M.

Field Work Completed: NOV 2009
SHIELDS SURVEY Ltd. Co.
 619 South 2nd Street
 P.O. Box 639
 Roton, New Mexico 87740
 Phone: 445-1232 Fax: 445-3648

BOUNDARY SURVEY PLAT		
PART OF SECTION 7 LYING SOUTH OF COUNTY ROAD 75.1		
HOEHNE	LAS ANIMAS COUNTY	COLORADO
SCALE: 1" = 500'	DATE: NOV 2009	SURVEY NO. JN09087