

We appreciate your business!

We are thankful for the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at www.heritagetco.com and click on the "Consumers" tab. Thank you.



heritagetco.com

Pursuant to your real estate contract, the title commitment attached is for your records and review only, you will receive your title policy after the closing of the property. Thank You.

Your Preliminary Title Commitment

Our File No. HS0828138

Effective Date: January 30, 2024

PROPERTY ADDRESS: PARCEL A

This commitment was delivered to the following parties, disclosed to the Company to be involved in this transaction:

Donald Siecke
Cindy Cogan

The delivery/email address of each party is intentionally not displayed, in order to protect the Personal Private Information (PPI) of all.

IS THIS A SALE TRANSACTION? Are the seller's in this transaction US Citizens? If not click [HERE](#) for important information regarding FIRPTA

ONLINE FRAUD IS ON THE RISE - click [HERE](#) before wiring your funds

E&O Certificate - Click [HERE](#)

Agents and Lenders - Click [HERE](#) for the best resource to calculate net sheets, closing cost estimates and much more...

[Click here for your complete Title Commitment](#)

[Click here for your Tax Certificate](#)

Thank you for your new order! We truly appreciate the opportunity to work with you on your transaction. Below you will find a digital copy of your Title Commitment for the property with hyperlinks to supporting documentation. Please scroll down and click on the blue links below to view the referenced documentation. You will receive your title policy after the closing of the transaction. Should you have any questions about "What is Title Insurance?" please visit our website at www.heritagetco.com and click on the "Consumer Tab". Thank You.

WIRING INSTRUCTIONS

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.

NOTE: Wired funds are required on all cash purchase transactions

****Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.****

LEGAL DESCRIPTION

Parcel A in Maria Lake Subdivision, County of Huerfano, State of Colorado.

SELLERS

Maria Lake Grazing Association, LLC, a Colorado limited liability company

BUYERS

Contracted Purchaser or Designee

LENDER

Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign

PROPOSED COVERAGES

ALTA Owner's Policy 2021

Proposed Insured: Contracted Purchaser or Designee

Proposed Policy Amount: \$10,000.00

ALTA Loan Policy 2021

Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner, its successors and/or assign

Proposed Policy Amount: \$10,000.00

ESTIMATED TITLE CHARGES

Owner's Policy Premium	\$192.00
CO 110.1-06	\$95.00
Loan Policy 1 Premium	\$375.00
Closing Protection Letter	\$25.00
Tax Certificate	\$13.50
addl search fee	\$120.00

REQUIREMENTS

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay 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): \ \

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

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender

[Click to View Tax Info](#)

NOTE: Exception(s) number(ed) 1-4 will not appear on the Lender's Policy, subject to satisfaction of requirements and as applicable.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

Note: Exception number 5 will be removed from the Owner's and Lender's Policy provided the Company conducts the closing.

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.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

NONE

EXCEPTIONS

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

8. Terms, conditions, provisions, agreements and obligations contained in the Water Well and Pipeline Easement recorded October 6, 1972 in Book 331 at Page 783
- ~~9. Terms, conditions, provisions, agreements and obligations contained in the Partnership Agreement for Maria Lake Grazing Association, a Colorado General Partnership, recorded March 28, 1988 in Book 3M at Page 346, Memorandum of First Amended Partnership Agreement recorded January 2, 1992 in Book 13M at Page 876, Memorandum recorded January 6, 2000 at Reception No. 342551, Revised and Restated Memorandum of the second Amended, recorded January 15, 2002 at Reception No. 352206, Revised and Restated recorded August 22, 2005 at Reception No. 369047, Revised and Restated recorded December 26, 2007 at Reception No. 378793.~~
10. Terms, conditions, provisions, agreements and obligations contained in the San Isabel Electric Association, Inc. Line Extension Contract and Agreement for Permanent Electric Service as set forth below:

Recording Date: July 7, 2000
 Recording No: 345051

11. Terms, conditions, provisions, agreements and obligations contained in the Ruling of the Referee as set forth below:

Recording Date: August 28, 2000
 Recording No: 345695

12. Terms, conditions, provisions, agreements and obligations contained in the Judgment and Decree Confirming Conditional Water Right as set forth below:

Recording Date: August 28, 2000

Deleted

Recording No: 345696

13. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording No: 384387

14. Covenants, conditions, restrictions and lien rights but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, and any and all amendments thereto, as set forth in the document.

Recording Date: July 28, 2009

Recording No: 384388

amendment recorded April 19, 2022 at Reception No. 426325

15. Terms, conditions, provisions, agreements and obligations contained in the Line Extension Contract between Marie Lake Grazing Association and San Isabel Electric Association, recorded October 14, 2009 at Reception No. 385163
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution between Huerfano County and Maria Lake Grazing, recorded January 21, 2009 at Reception No. 382430

- ~~17. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Easement and Lease Agreement as set forth below:~~

~~Recording Date: April 29, 2010~~

~~Recording No: 388148~~

18. Easement between Marie Lake Grazing Association and San Isabel Electric Association, recorded September 11, 2009 at Reception No. 384846 and recorded March 24, 2014 at Reception No. 400023
19. Mineral Rights as conveyed in Deed recorded January 21, 2016 at Reception No. 405142.

- ~~20. Terms, conditions, provisions, agreements and obligations contained in the Grant of Conservation Easement Agreement between Maria Lake Grazing Association, LLC, a Colorado Limited Liability Company and Maria Lake Ranch Wetlands, LLC, A Colorado Limited Liability Company, recorded January 21, 2016 at Reception No. 405144, rerecorded January 29, 2016 at Reception No. 405233, assignment recorded May 16, 2016 at Reception No. 406075 2nd correcting Assignment recorded January 26, 2017 at Reception No. 408102, assignment recorded April 9, 2018 at Reception No. 411992 and Amended recorded April 9, 2018 at Reception No. 411993.~~

- ~~21. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement Agreement between South Ranch at Cuchara Junction, LLC and Maria Lake Grazing Association LLC, a Colorado limited Liability Company, recorded July 10, 2017 at Reception No. 409426~~

~~22.~~ Terms, conditions, provisions, agreements and obligations contained in the Duran Ditch Easement between Maria Lake Grazing Association LLC and Darryl Harwig and Cheryl Harwig, recorded April 15, 2019 at Reception No. 415150.

IMPORTANT CONTACTS

Escrow Closer:	Cindy Cogan
Phone:	720-728-7210
FAX:	
E-Mail:	Cindy.Cogan@heritagetco.com
Address:	627 E Bridge St Brighton, CO 80601

**Thank you for trusting us with your transaction!
Please contact your Escrow Closer, Closing Assistant
or Title Representative with any questions,
as replies to this message will not be read.**

DISCLAIMER/DISCLOSURES/EXPLANATIONS OF COVERAGE

The information provided in the Title Snapshot is for preview purposes only. Any conflict with the information displayed herein and the contents of the official Title Commitment issued in connection with this order will be controlled by said official Title Commitment. Questions regarding any discovered conflict should be directed to the Contact Persons shown herein.