LAND TITLE GUARANTEE COMPANY
191 S PINE ST #1C
TELLURIDE, CO 81435
Phone: (970) 728-1023
Fax: (877) 348-5414

"PURCHASERS" STATEMENT OF SETTLEMENT

PROPERTY ADDRESS: **(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435**

SELLER(S): [redacted]

BUYER(S): [redacted]

SETTLEMENT DATE: **July 08, 2022** DATE OF PRORATION: **July 08, 2022**

DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	5,800,000.00	
Earnest Money from LTGC - Earnest Money		290,000.00
Closing Fees - Land Title Guarantee Company		
Closing Fee to Land Title Guarantee Company	250.00	
Recording Fees - Land Title Guarantee Company		
Record Warranty Deed to Land Title Guarantee Company	38.00	
RETT/RETA receipt recording	18.00	
Record Statement of Authority - Recordable to Land Title Guarantee Company	18.00	
Documentary Fee to Land Title Guarantee Company	580.00	
Owner's Association - Idarado Legacy Homeowners Association		
Owner's Association Dues Prepaid Idarado Legacy Homeowners Association 07/08/2022 to 01/01/2023 @ $2.8767/day	509.18	
Owner's Association Transfer Assessment 1 percent to Idarado Legacy Homeowners Association	58,000.00	
Real Estate Tax - SAN MIGUEL COUNTY TREASURER		
Current Year Property Taxes R0010471 01/01/2022 to 07/08/2022 @ $82.9143/day		15,587.89
SubTotals	5,859,413.18	305,587.89
Due from Buyer/Borrower		**5,553,825.29**
Totals	5,859,413.18	5,859,413.18

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)

[redacted]

REAL ESTATE BROKER:

[redacted]

Printed portions of this form, except differentiated additions, have been approved by Colorado Real Estate Commission. (CL8-95-129)(Mandatory 7-2019)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Closing Instructions

Date: **July 06, 2022**

1. **PARTIES, PROPERTY.** [redacted] engage **Land Title Guarantee Company,** (Closing Company), who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as **(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435** and more fully described in the Contract to Buy and Sell Real Estate, dated **June 16, 2022**, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.
2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☒ Agrees ☐ Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ Agrees ☐ Does Not agree to furnish copies of Exceptions.
3. **INFORMATION, PREPARATION. CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

   4.1. **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113, C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

   4.2. **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective Attorneys.

   4.3. **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender, or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.
5. **CLOSING FEE.** Closing Company will receive a fee of **$500.00** for providing closing and settlement services (Closing Fee).
6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.
7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.
8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of closing as indicated:

   ☐ **Cashier's Check,** at Seller's expense

   ☐ **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense

   ☐ **Closing Company's** trust account check
9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds Buyer and Seller should provide the information in person or in another secure manner.

10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in §12, (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company Holder must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.

13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.

15. **FIRPTA and Colorado Withholding.**

    15.1 **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.

    15.2. **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

16. **ADDITIONAL PROVISIONS.** (The following provisions have not been approved by the Colorado Real Estate Commission)

    Seller and Borrower agree that the documents necessary for closing that require a notarization or acknowledgment may be notarized by a notary located outside of the State of Colorado through a process called "Remote Online Notarization ("RON"). The RON process utilizes an electronic online platform in which a notary will use real time audio/visual equipment to witness a party's electronic signature, and notarize it electronically from a remote location. If the parties elect to utilize RON to notarize closing documents, the role of the notary in the closing process will be limited to notarizing specific closing documents. If RON is utilized in this closing, the parties hereby authorize Closing Company to upload closing documents to the RON platform that is selected by the Closing Company, which documents could include personal private information; these documents could include but are not limited to deeds, deeds of trust, and affidavits. Once the closing documents are uploaded onto the RON platform, Closing Company is not responsible for the security or privacy of those uploaded documents.

    ____

17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are be deemed to be a full and complete contract between the parties.

18. **BROKER'S COPIES.** Closing Company must provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.

19. **NOTICE, DELIVERY AND CHOICE OF LAW.**

    19.1. **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in § 19.2, and is effective when physically received by such party.

    19.2. **Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or ______________________________________

    19.3. **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

    19.4. **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

[redacted]

Date:	July 06, 2022
Address:	
Phone No.:	
Fax No.:	
Electronic Address:	

[redacted]

Date:	July 06, 2022
Address:	
Phone No.:	
Fax No.:	
Electronic Address:	

Closing Company's Name: **Land Title Guarantee Company**

[redacted]

Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435**

Real Estate Taxes

Tax Acct #: R0010471

Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy

Land Assessment 2021: $783,000.00
Improvement Assessment 2021: $0.00
Mill Levy 2021: 38.6510
Percentage of Tax: 100.000%
Total Estimated Taxes: $30,263.73

☐ Other:

This adjustment shall be:

☒ A final settlement.

☐ Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

☒ No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

☐ Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **$0.00**, with the total payoff amount of this assessment being **$0.00**. This assessment will be fully paid on ________________________.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of **July 8th, 2022**

Seller(s) **Buyer(s)**

[redacted]

Utility Agreement

Well - No Adjustment

At the closing of **(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435** (Property Address) on **July 8th, 2022** (Date), by Land Title Guarantee Company, both the Buyer(s) and Seller(s) fully understand that Land Title Guarantee Company DOES NOT notify the telephone company, the electric and/or gas company(s), the cable company or the Seller's present insurance company to cancel or transfer to the new owners, any of the above.

IT IS THE SELLER(S) RESPONSIBILITY to call the gas and/or electric company for a final reading and to give them your forwarding address for the final bill. It is also the Seller(s) responsibility to notify your telephone company, cable company, trash company and your present insurance agent.

IT IS THE BUYER(S) RESPONSIBILITY to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

The Parties hereto further agree to the following:

The undersigned Buyer(s) and Seller(s) of the property referenced above understand that water is supplied by a well and sewer is handled by a septic system. No adjustment is required between Buyer(s) and Seller(s) for the well and septic system.

FURTHER, Seller acknowledges that there [**X**] is [____] is not currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association. Land Title Guarantee Company is hereby instructed to pay the amount stated on said status letter.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.

This Agreement was made and executed this day of **July 8th, 2022**

Seller: **Buyer:**

[redacted]

Form No. GWS-11 08/2016	COLORADO DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1313 Sherman St., Ste 821, Denver, CO 80203 Main: 303.866.3581 dwrpermitsonline@state.co.us	For Office Use Only

CHANGE IN OWNER NAME/MAILING ADDRESS

PRIOR TO COMPLETING THIS FORM, SEE INSTRUCTIONS ON REVERSE SIDE INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED

Name, address and phone number of person claiming ownership of the well permit;

[redacted]

Well Permit Number:255911 Receipt Number:**1143211K** Case Number(optional): ______

WELL LOCATION: County:**San Miguel** Well Name or # (optional): ______

(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435

Street Address at Well Location

☐ Check if well address is same as owner's mailing address

NE ¼ of the **NE** ¼, Sec.**6** , Township **42** ☒ N. or ☐ S. Range **8** ☐ E. or ☒ W., **NEW MEXICO** P.M.

Distance from Section Lines:**4202099.1** Ft. From ☒ N. or ☐ S. Line, 255449.2 Ft. From ☒ E. or ☐ W. Line.

Subdivision Name (if applicable): ______ , Lot **BV2** , Block ______ , Filing/Unit ______

NOTE: If changing/correcting the permitted location of a well, use Form No. GWS-42

I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143.

Signature(s) of the new owner	Please print the Signer's Name & title	Date
		July 08, 2022

It is the responsibility of the new owner of this well permit to complete and sign this form. If an agent is signing or entering information, please see instructions.

Please allow 4 to 6 weeks for processing of this form. Thereafter, you can view or print the accepted document at: http://www.dwr.state.co.us/WellPermitSearch

Signature of DWR staff indicates acceptance as a Change in Owner Name and/or Mailing Address.

For Staff Use Only

Staff Signature ______ Date ______

Form No. GWS-11
08/2016

INSTRUCTIONS FOR CHANGE IN OWNER NAME/MAILING ADDRESS FORM
NO FEE IS REQUIRED

NOTE – IF CHANGING/CORRECTING THE PERMITTED LOCATION OF A WELL, USE FORM NO. GWS-42 (APPLICATION FOR WELL LOCATION AMENDMENT).

The form must be typed or printed in **DARK INK**. All changes on the form must be initialed and dated.

INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED.

This form may be reproduced by photocopying or by computer means. **If filing online, refer to online form submittal instructions (http://water.state.co.us/groundwater/wellpermit/onlineformsubmittal) for further information. When filing online, you will need to save the completed form to create a PDF document and email the PDF document to:**
dwrpermitsonline@state.co.us.

GENERAL INSTRUCTIONS

- The form is to be completed by the well permit owner (the individual, company or entity claiming ownership of the well permit). Print the **well permit owner's** name and include their mailing address, phone number, and email address.
- Be sure to enter the **Well Permit Number** in the space provided. The Well Permit Number is required. If you do not know your well permit number, please contact our Records section at 303-866-3581 or Ground Water Information desk at 303-866-3587 for assistance. If the well does not have a Case Number, this field may be left blank. The Well Name or # is optional and is a designation provided by the well permit owner.
- Complete the well location information. If the physical address of the well location is different than the mailing address of the owner, include the physical address where the well is located. The actual **well location must** include ¼, ¼, Section, Township and Range. In most cases this information may be found on your well permit. Check the appropriate boxes for distance from section lines North or South and East or West directions. For wells located in subdivisions, the lot, block, and subdivision information must also be provided.
- The individual signing the application or entering their name (and title if applicable) must be the applicant or an officer of the corporation/company/agency identified as the applicant, or their attorney. An authorized agent may also sign or enter their name on the application if a letter signed by the applicant, or their attorney, is submitted with the application authorizing that agent to sign or enter their name on the applicant's behalf.

Please allow 4 to 6 weeks for processing this form. Thereafter, you can view or print the accepted document at: http://www.dwr.state.co.us/WellPermitSearch. A copy of this form will not be mailed or emailed to you.

If you have questions, contact the Denver Office or the Division Office where the well is located. Contact information is available from our website at: http://water.state.co.us/Home/ContactInfo

DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of $250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed $250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of $50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconcilliation records and coordinating the tax documentation.

Authorized and accepted this day of **July 8th, 2022**.

Seller(s): **Buyer(s):**

[redacted]

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

- ☐ Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of $50.00.
- ☐ Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of $50.00.
- ☐ Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of $50.00.

Approval of Deed and Tenancy

The undersigned [redacted] Buyer(s) hereby acknowledge that they intend to take title to the following described property:

PARCEL A:
LOT BV-2, IDARADO SUBDIVISION EXEMPTION PLAT AND PLAN FOR CLUSTER DEVELOPMENT LOTS, SUBDIVISION EXEMPTION PLAT FOR EMPLOYEE HOUSING PARCEL AND SUBDIVISION EXEMPTION PLAT FOR ASSOCIATION PARCEL RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3238, AS MODIFIED BY FIRST AMENDMENT RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3368, THE SECOND AMENDMENT RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3508, AND THE THIRD AMENDMENT RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3662, AND THE SITE CONSTRAINTS MAP RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3247 AND FIRST AMENDMENT TO SITE CONSTRAINTS MAP RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3378, AND THE SECOND AMENDMENT TO SITE CONSTRAINTS MAP RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3519, AND THE THIRD AMENDMENT TO SITE CONSTRAINTS MAP RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3671, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:
THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 18, 2005 UNDER RECEPTION NO. 377057, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

As ☐ **Joint Tenants** ☐ **Tenants in Common** ☒ **Other** LIMITED LIABILITY COMPANY

Whose mailing address is [redacted]

[redacted]

Date: **July 08, 2022**

[redacted]

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of [redacted] a Colorado limited liability company (the "**Entity**"), and states as follows:

[redacted]

The name or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

[redacted]

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NONE

Other matters concerning the manner in which the Entity deals with any interest in real property are: NONE

EXECUTED this 30th day of June 2022

[redacted]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ~~30th~~ 1st day of ~~June~~ July 2022, by [redacted] for the purposes set forth herein.

Witness my hand and official seal.

My commission expires: 06/27/2023

Notary Public

MARCIN TROYAN KIRKLEY
NOTARY
NO. 01TR6326808
QUALIFIED IN
RICHMOND COUNTY
COMM. EXP.
06-22-2023
PUBLIC
STATE OF NEW YORK

(TD-1000)
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of $25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

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1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

   See attached "Exhibit A"

2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other __________

3. Date of Closing: **July 08, 2022**

   Date of Contract if different than date of closing: **June 16, 2022**

4. Total sale price: Including all real and personal property. **$5,800,000.00**
   Contracted price (if different from final sale price) **$5,800,000.00**

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

Description	Approximate Value
	$
	$
	$
Personal Property Total:	$

   If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sales price include a trade or exchange of additional real or personal property? ☐ Yes ☒ No
   If yes, give the approximate value of the goods or services as of the date of closing. **$**
   If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☐ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.
   ☒ Yes ☐ No If no, interest purchased: __________ **%**

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. ☐ Yes ☒ No

9. Please mark type of sale: ☐ Builder (new construction) ☒ Public (MLS or Broker Representation)
   ☐ Private (For Sale By Owner) ☐ Other (describe)__________

10. Check any of the following that apply to the condition of the improvements at the time of purchase:
    ☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

If the property is financed, please complete the following:

11. Type of financing: (Check all that apply)
    - [x] None (all cash or cash equivalent)
    - [ ] New/Mortgage Lender (government-backed or conventional bank loan)
    - [ ] New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquantaince)
    - [ ] Seller (buyer obtained a mortgage directly from the seller)
    - [ ] Assumed (buyer assumed an existing mortgage)
    - [ ] Combination or Other: Please explain ____________________
12. Total amount financed: ____________________
13. Terms:
    - [ ] Variable Starting interest rate **%**
    - [ ] Fixed Interest rate **%**

    Length of time **years**

    Balloon Payment [ ] Yes [ ] No If yes, amount **$0.00** Due Date ____________
14. Mark any that apply:
    - [ ] Seller assisted down payment
    - [ ] Seller concessions
    - [ ] Special terms of financing

    If marked, please specify: ____________________
15. Was an independent appraisal obtained in conjunction with this transaction? [ ] Yes [ ] No

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 16-18 if applicable. Otherwise, skip to #19 to complete.

16. Did the purchase price include a franchise or license fee? [ ] Yes [x] No
    If yes, franchise or license fee value? ____________________
17. Did the purchase price involve an installment land contract? [ ] Yes [x] No
    If yes, date of contract: ____________________
18. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? [ ] Yes [ ] No

    Remarks: Please include any additional information concerning the sale you may feel is important.

    ____

    ____
19. Signed on this day of
    July 08, 2022
    Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.
    Signature of [X] Grantee(Buyer) [ ] or Grantor(Seller)

    [redacted]

    By: ____________________

    [redacted]
20. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

    [redacted]

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.

Exhibit A

PARCEL A:
LOT BV-2, IDARADO SUBDIVISION EXEMPTION PLAT AND PLAN FOR CLUSTER DEVELOPMENT LOTS, SUBDIVISION EXEMPTION PLAT FOR EMPLOYEE HOUSING PARCEL AND SUBDIVISION EXEMPTION PLAT FOR ASSOCIATION PARCEL RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3238, AS MODIFIED BY FIRST AMENDMENT RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3368, THE SECOND AMENDMENT RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3508, AND THE THIRD AMENDMENT RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3662, AND THE SITE CONSTRAINTS MAP RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3247 AND FIRST AMENDMENT TO SITE CONSTRAINTS MAP RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3378, AND THE SECOND AMENDMENT TO SITE CONSTRAINTS MAP RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3519, AND THE THIRD AMENDMENT TO SITE CONSTRAINTS MAP RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3671, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:
THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 18, 2005 UNDER RECEPTION NO. 377057, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

State Documentary Fee
Date: July 08, 2022
$580.00

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), [redacted] whose street address is [redacted] City or Town of [redacted] County of [redacted] and State of [redacted], for the consideration of (**$5,800,000.00**) *****Five Million Eight Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to [redacted] whose street address is [redacted], City or Town of [redacted] County of [redacted] and State of [redacted] the following real property in the County of **San Miguel** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: **(VACANT - LOT BV2) EAST HIGHWAY 145 SPUR, TELLURIDE, CO 81435**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of ________________________.

____
[redacted]

State of)
)ss.
County of)

The foregoing instrument was acknowledged before me on this day of ________________________ by [redacted]

Witness my hand and official seal

My Commission expires: ________________________ ____________________________________
Notary Public

When recorded return to: [redacted]

Exhibit A

PARCEL A:
LOT BV-2, IDARADO SUBDIVISION EXEMPTION PLAT AND PLAN FOR CLUSTER DEVELOPMENT LOTS, SUBDIVISION EXEMPTION PLAT FOR EMPLOYEE HOUSING PARCEL AND SUBDIVISION EXEMPTION PLAT FOR ASSOCIATION PARCEL RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3238, AS MODIFIED BY FIRST AMENDMENT RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3368, THE SECOND AMENDMENT RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3508, AND THE THIRD AMENDMENT RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3662, AND THE SITE CONSTRAINTS MAP RECORDED FEBRUARY 10, 2004 IN PLAT BOOK 1 AT PAGE 3247 AND FIRST AMENDMENT TO SITE CONSTRAINTS MAP RECORDED NOVEMBER 1, 2004 IN PLAT BOOK 1 AT PAGE 3378, AND THE SECOND AMENDMENT TO SITE CONSTRAINTS MAP RECORDED AUGUST 18, 2005 IN PLAT BOOK 1 AT PAGE 3519, AND THE THIRD AMENDMENT TO SITE CONSTRAINTS MAP RECORDED JUNE 5, 2006 IN PLAT BOOK 1 AT PAGE 3671, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:
THOSE EASEMENT RIGHTS CREATED BY INSTRUMENT RECORDED AUGUST 18, 2005 UNDER RECEPTION NO. 377057, COUNTY OF SAN MIGUEL, STATE OF COLORADO.