

November 19, 2019

VIA E-MAIL

Heritage Title Company
685 Marketplace Plaza, Unit C-10
Steamboat Springs, Colorado 80487

Attn: Shelly Wu

**Re: Closing Escrow Instructions
Title Insurance Commitment Order Nos.:**
598-H0561320-328-1SW
598-H0536566-328-1SW
462-H0575476-328-1SW
Part of 24535 County Road 27, Oak Creek, CO 80467

Dear Ms. Wu:

This letter contains instructions to you with respect to the closing of those certain transactions concerning property located in Routt County, Colorado as follows:

- (1) acquisition of 158.57 acre tract ("Garrity Property") by the Town of Oak Creek ("Town") from G. Russell Garrity and E. Clay Garrity aka Russ Garrity and Clay Garrity ("Garrity") described in your Title Insurance Commitment Order No. 598-H0561320-328-1SW, Amendment No. 5 with an effective date of 11/7/2019, 2019 (the "Town Commitment") pursuant to that certain Contract to Buy and Sell Real Estate between Town and Seller (as defined below) (hereinafter "Town Transaction");
- (2) acquisition from the Town of that certain conservation easement ("Conservation Easement") by the Yampa Valley Land Trust, LLC, a Colorado limited liability company ("Trust") described in your Title Insurance Commitment Order No. 598-H0536566-328-1SW, Amendment No. 5 with an effective date of 11/7/2019, 2019 (the "Trust Commitment") pursuant to that certain Option Agreement between the Town and Trust (hereinafter "Trust Transaction"); and
- (3) acquisition of 8.66 acre tract by the County of Routt ("County") from the Town ("County Property") described in your Title Insurance Commitment Order No. 462-H0575476-328-1SW, Amendment No. 3 with an effective date of 11/7/2019, 2019 (the "County Commitment") pursuant to that certain Contract to Buy and Sell Real Estate between Town and County (hereinafter "County Transaction").

1. Parties to Transaction

The parties involved in the transaction are as follows:

- a. Town of Oak Creek, a Colorado statutory municipality ("Town").

- b. Mary Alice Page-Allen, as representative of the Town ("Town Representative")
- c. G. Russell Garrity and E. Clay Garrity aka Russ Garrity and Clay Garrity (the "Seller").
- d. Amber G. Garrity and Kellen C. Garrity (the "Lender").
- e. Heritage Title Company as agent for Commonwealth Land Title Insurance Company ("Title Company").
- f. Robert Weiss, Weiss & Van Scoyk LLP ("Town's Attorney").
- g. Kim Kreissig, RE/MAX Partners ("Seller's Agent").
- h. Yampa Valley Land Trust, LLC ("Trust").
- i. Erik Glenn, Executive Director, Colorado Cattlemen's Agricultural Land Trust, sole member of the Yampa Valley Land Trust, LLC or designee ("Trust's Agent").
- j. Routt County, a body corporate and politic ("County").
- k. Routt County Attorney ("County's Attorney").

2. Documents

The following documents in this Section 2 below ("Documents") have been or will be delivered to Title Company. Each of the Documents is or will be fully executed and, if called for, properly acknowledged by the parties indicated therein.

- a. Town Transaction
 - i. Town & County Subdivision Exemption Plat ("Plat")
 - ii. Town of Oak Creek Resolution 2019-005 ("Town Resolution")
 - iii. General Warranty Deed to Town ("Deed")
 - iv. Memorandum of Understanding between Town and Seller ("MOU").

- v. Deed of Trust to Lender (“Deed of Trust”)
 - vi. Promissory Note to Lender (“Promissory Note”)
 - vii. Quit Claim Deed (“Buntin Deed”)
 - viii. Seller’s Settlement Statement (“Seller’s Statement”)
 - ix. Town’s Settlement Statement (“Town’s Statement”)
 - x. Seller’s Affidavit & Indemnity Agreement (“Seller’s Affidavit”)
 - xi. Privacy Release Form (“Privacy Release”)
 - xii. Tax, Water and Assessment Agreement (“Agreement”)
 - xiii. Disclosures to Buyer and Seller (“Disclosures”)
 - xiv. FIRPTA Statement by Qualified Substitute (“FIRPTA Statement”)
 - xv. Real Property Transfer Declaration (TD-1000) (“Transfer Declaration”)
 - xvi. Title Company Closing Instructions (“Closing Instructions”)
- b. Trust Transaction
- i. Town of Oak Creek Resolution 2019-006 (“Easement Resolution”)
 - ii. Deed of Conservation Easement (“Conservation Easement”)
 - iii. Town’s Settlement Statement (“Town’s Statement-Trust”)
 - iv. Purchaser’s Settlement Statement (“Purchaser’s Statement-Trust”)
 - v. Seller’s Affidavit & Indemnity Agreement (“Seller’s Affidavit-Trust”)
 - vi. Privacy Release Form (“Privacy Release-Trust”)
 - vii. Tax, Water and Assessment Agreement (“Agreement-Trust”)
 - viii. Disclosures to Buyer and Seller (“Disclosures-Trust”)

- ix. FIRPTA Statement by Qualified Substitute ("FIRPTA Statement-Trust")
 - x. Real Property Transfer Declaration (TD-1000) ("Transfer Declaration-Trust")
 - xi. These Title Company Closing Instructions ("Closing Instructions")
- c. County Transaction
- i. Town of Oak Creek Ordinance No. 652 ("Town Ordinance")
 - ii. Special Warranty Deed to County ("County Deed")
 - iii. Town's Settlement Statement ("Town's Statement-County")
 - iv. Purchaser's Settlement Statement ("Purchaser's Statement-County")
 - v. Seller's Affidavit & Indemnity Agreement ("Seller's Affidavit-County")
 - vi. Privacy Release Form ("Privacy Release-County")
 - vii. Tax, Water and Assessment Agreement ("Agreement-County")
 - viii. Disclosures to Buyer and Seller ("Disclosures-County")
 - ix. FIRPTA Statement by Qualified Substitute ("FIRPTA Statement-County")
 - x. Real Property Transfer Declaration (TD-1000) ("Transfer Declaration-County")
 - xi. Title Company Closing Instructions ("Closing Instructions-County")
- d. The Seller's Statement, the Town's Statement, the Town's Statement-Trust, the Purchaser's Statement-Trust, the Town's Statement-County and the Purchaser's Statement-County are collectively referred to herein as the "Statements."

3. Funds

There will be transferred to Title Company funds sufficient to accomplish the transfer of the Garrity Property from Garrity to the Town, the transfer of the Conservation Easement from the Town to the Trust, the transfer of the County Property from the Town to the County, the payoff of certain liens on the Garrity Property, and to pay certain fees and expenses in

connection with closing the transactions and issuance by the Title Company of the Title Policies (defined below) (the "Closing Funds") in accordance with Colorado law, all in accordance with the Statements, and the instructions received from Title Company. The source of the Closing Funds shall be from funds in the Town's possession ("Town Funds"), funds from Routt County Purchase of Development Rights ("PDR Funds"), and funds from the County Transaction ("County Funds"), all in accordance with the Statements.

4. Closing Conditions

The Closing Conditions are that (a) Title Company has received all of the Documents and Title Company has confirmed that all of the Documents have been properly executed, dated and, where required, properly acknowledged, and that all exhibits called for in the Documents are attached to the Documents; (b) Title Company has received all of the Closing Funds in accordance with the Statements; (c) Title Company has sent PDF copies of all of the Documents as fully executed and assembled to Town Representative, Seller's Agent, Trust's Agent and County's Attorney, as applicable; (d) Title Company has received written instruction from Town Representative to proceed with the simultaneous closing of the Transactions (for which purpose a facsimile or email instruction shall be acceptable); and (e) Title Company is unconditionally prepared and agrees to issue the Title Policies (as defined below) in accordance with the requirements of these instructions for the Transactions.

5. Closing Instructions

Provided that all of the Closing Conditions have been satisfied, Title Company is authorized, directed and agrees to take the following action promptly after the Closing Conditions have been satisfied:

- a. Insert the closing date, where required, in the Documents.
- b. Record the Documents in the following order in the real property records of Routt County, Colorado:
 - i. Plat
 - ii. Town Resolution
 - iii. Deed
 - iv. MOU
 - v. Deed of Trust
 - vi. Buntin Deed

- vii. Easement Resolution
 - viii. Conservation Easement
 - ix. Town Ordinance
 - x. County Deed
- c. Disburse the Funds as follows:
- i. Pay all recording and closing costs arising hereunder, title insurance premiums and other costs and charges as shown on Statements.
 - ii. Pay to Seller by wire transfer the amount shown as due to Seller on Seller's Statement.
 - iii. Pay to Trust by wire transfer the amount shown as due to Trust on Purchaser's Statement-Trust.
 - iv. Pay the balance of the Town Funds, if any, by check to the Town.
- d. Deliver to Town's Attorney the following fully executed original documents:
- i. Seller's Statement
 - ii. Town's Statement
 - iii. Seller's Affidavit
 - iv. Closing Instructions
 - v. Agreement
 - vi. Copies of any other documents prepared by Title Company for execution by Town or Seller in connection with the closing of the Town Transaction.
 - vii. Town's Statement-Trust
 - viii. Purchaser's Statement-Trust
 - ix. Seller's Affidavit-Trust

- x. Closing Instructions
 - xi. Agreement-Trust
 - xii. Copies of any other documents prepared by Title Company for execution by the Trust or the Town in connection with the closing of the Trust Transaction.
 - xiii. Town's Statement-County
 - xiv. Purchaser's Statement-County
 - xv. Seller's Affidavit-County
 - xvi. Closing Instructions-County
 - xvii. Agreement-County
 - xviii. Transfer Declaration-County
 - xix. Copies of any other documents prepared by Title Company for execution by the Town or County in connection with the closing of the County Transaction.
- e. Deliver to Seller's Agent the following fully executed original documents:
 - i. Original Promissory Note
 - ii. Seller's Statement
 - iii. Town's Statement
 - iv. Seller's Affidavit
 - v. Closing Instructions
 - vi. Agreement
 - vii. Copies of any other documents prepared by Title Company for execution by Town or Seller in connection with the closing of the Town Transaction.
 - f. Deliver to Trust's Agent the following fully executed original documents:
 - i. Town's Statement-Trust

- ii. Purchaser's Statement-Trust
- iii. Seller's Affidavit-Trust
- iv. Closing Instructions
- v. Agreement-Trust
- vii. Copies of any other documents prepared by Title Company for execution by the Trust or Town in connection with the closing of the Trust Transaction.

g. Deliver to County's Attorney the following fully executed original documents:

- i. Town's Statement-County
- ii. Purchaser's Statement-County
- iii. Seller's Affidavit-County
- iv. Closing Instructions-County
- v. Agreement-County
- vii. Copies of any other documents prepared by Title Company for execution by the Town or County in connection with the closing of the County Transaction.

Within fifteen (15) days after recording the documents identified in Section 5.b above, issue the Title Policies, as hereinafter described, to Town, Lender, Trust and County, and deliver the original of the Town's Title Policy to Town's Attorney, the original of the Lender's Title Policy to Seller's Agent, the original of the Trust's Title Policy to the Trust's Agent, and the original of the County's Title Policy to the County's Attorney.

6. Title Policies

The title policy to be issued to Town ("Town's Title Policy") shall be an Owner's Policy of Title Insurance consistent with your Title Insurance Commitment Order No. 598-H0561320-328-1SW, Amendment No. 5, and in the amount of \$425,000.00 on a fully paid premium basis.

The title policy to be issued to Lender ("Lender's Title Policy") shall be a lender's policy of title insurance consistent with your Title Insurance Commitment Order No. 598-H0561320-328-1SW, Amendment No. 5, and in the amount of \$30,000.00 on a fully paid premium basis.

The title policy to be issued to Trust ("Trust's Title Policy") shall be an Owner's Policy of Title Insurance consistent with your Title Insurance Commitment Order No. 598-H0536566-328-1SW, Amendment No. 6, and in the amount of \$350,000.00 on a fully paid premium basis.

The title policy to be issued to County ("County's Title Policy") shall be an Owner's Policy of Title Insurance consistent with your Title Insurance Commitment Order No. 462-H0575476-328-1SW, Amendment No. 3, and in the amount of \$25,000.00 on a fully paid premium basis.

The Town's Title Policy, the Lender's Title Policy, the Trust's Title Policy and the County's Title Policy are collectively the "Title Policies."

7 Redelivery of Documents and Funds

If, on or before 6:00 p.m. on November 26, 2019 all of the Documents and the Funds have not been received by Title Company or any of the other Closing Conditions have not been fully satisfied, Title Company shall, *at the request of Town's Representative*, redeliver the Documents and proceed as follows:

- a. Title Company shall deliver to Town the Town Funds received from Town in such form and pursuant to such instructions as may be specified by Town.
- b. Title Company shall deliver to County the PDR Funds and County Funds in such form and pursuant to such instructions as may be specified by County.
- c. Title Company shall deliver to each party any original Documents executed by that party and shall destroy any original Documents executed by more than one party.

8. Charges, Costs and Expenses

Title Company's charges for acting as escrow agent hereunder shall be paid as set forth in the Statements.

9. Return of Documents after Recording

The following original recorded documents shall be delivered after recording to Town's Attorney with copies sent to Seller and Trust:

- a. Town Resolution

- b. Deed
- c. MOU
- d. Buntin Deed
- e. Easement Resolution
- f. Town Ordinance

g. Copies of the recorded Plat, Deed of Trust and Conservation Easement shall also be delivered to Town's Attorney.

The following original recorded documents shall be delivered after recording to Seller's Agent with copies sent to Town:

- a. Deed of Trust

The following original recorded documents shall be delivered after recording to Trust's Agent with copies sent to Town:

- a. Conservation Easement
- b. Copy of the recorded Easement Resolution shall also be delivered to Trust's Agent

The following original recorded documents shall be delivered after recording to County's Agent with copies sent to Town:

- a. County Resolution
- b. County Deed
- c. Copy of the recorded Town Ordinance shall also be delivered to County's Attorney

10. Title Company Obligation

Recording of any of the Documents or disbursing any of the Town Funds, PDR and County Funds shall constitute your irrevocable commitment to issue the Title Polices in accordance with this agreement, without any further requirements or conditions whatsoever and notwithstanding any changes in the public records that occur after the effective date of the Title Commitment and

November 19, 2019

Page 11

prior to the date of recording of the Deed and Deed of Trust. To the extent of any conflict between these Closing Escrow Instructions and any other closing instructions executed by Town, Seller, Lender, Trust, County and Title Company, or any of the foregoing, these Closing Escrow Instructions shall govern.

Please indicate your acceptance and agreement to the terms and provision of these Closing Escrow Instructions by signing two copies thereof and returning one executed copy to each of the undersigned.

Best Regards,

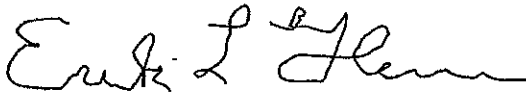
TOWN OF OAK CREEK



Mary Alice Page-Allen, Town Representative

APPROVED

YAMPA VALLEY LAND TRUST LLC



By: _____

Date: 11/21/2019

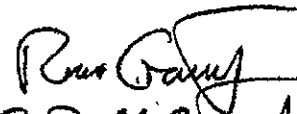
Its: As Executive Director of Colorado Cattlemen's Agricultural Land Trust, its sole member

ROUTT COUNTY

By: B. Melton

Date: 11/25/19

Its:



G. Russell Garrity aka Russ Garrity

Date: November 20, 2019

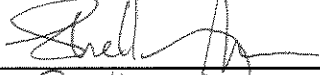


E. Clay Garrity aka Clay Garrity

Date: November 20, 2019

ACCEPTED AND AGREED to this 22 day of November, 2019.

Heritage Title Company as agent for
Commonwealth Title Insurance Company

By 
Name Shelly Ull
Title Escrow Officer