



D. WAYNE & SANDRA A. CODY
MINOR SUBDIVISION
MS 26-001

January 14, 2026 - PLANNING COMMISSION 6:00 PM
February 11, 2026 - BOCC 8:30 AM

LIST OF EXHIBITS

1. STAFF REPORT
2. APPLICATION
3. RECEIPT OF PAYMENT
4. DEED
5. BANK AUTHORIZATION LETTER
6. TITLE COMMITMENT
7. CERTIFICATE OF TAXES DUE
8. DOMESTIC WELL PERMIT 54710-A
9. COMMERCIAL WELL PERMIT 90473-F
10. AGRICULTURAL WELL PERMIT 90472-F
11. PROPOSED PLAT
12. ASSESSOR RECORD
13. GIS NOTIFICATION AERIAL MAP
14. LIST OF ADJOINING PROPERTY OWNERS
15. EXAMPLE LETTER TO NEIGHBORS
16. ACFPD COMMENTS
17. ROAD & BRIDGE COMMENTS
18. DWR COMMENTS
19. PUBLIC NOTICE
20. NOTICE TO APPLICANT
21. DEED TO ALLEN
22. LOT 4 TITLE COMMITMENT
23. RESOLUTION 2022SUP10
24. PROPOSED PLAT UPDATED JANUARY 10, 2026

**Alamosa County
Land Use & Building Department
Case Memorandum**



County Commission Meeting

Date: February 11, 2026
Case Number: MS 26-001
Applicant: Wayne and Sandra Cody
Prepared By: Darcy Barraclough, Planner and Richard Hubler, Director

Subject:

D. Wayne Cody, Applicant, is requesting approval of a Minor Subdivision on property currently addressed as 2064 S County Rd 12 S (Parcel 555904200117). He is proposing to subdivide the existing ~41 acre tract into two lots: Tract 1 of 6.39 acres, and Tract 2 of 34.95 acres. This property is in the Rural (RU) zone district.

The legal description of the property is: Lot 4 of the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

Public Notice Process:

Public Notice was published in the Valley Courier on November 29, 2025. Neighbor notification letters for 9 property owners were mailed on December 10, 2025.

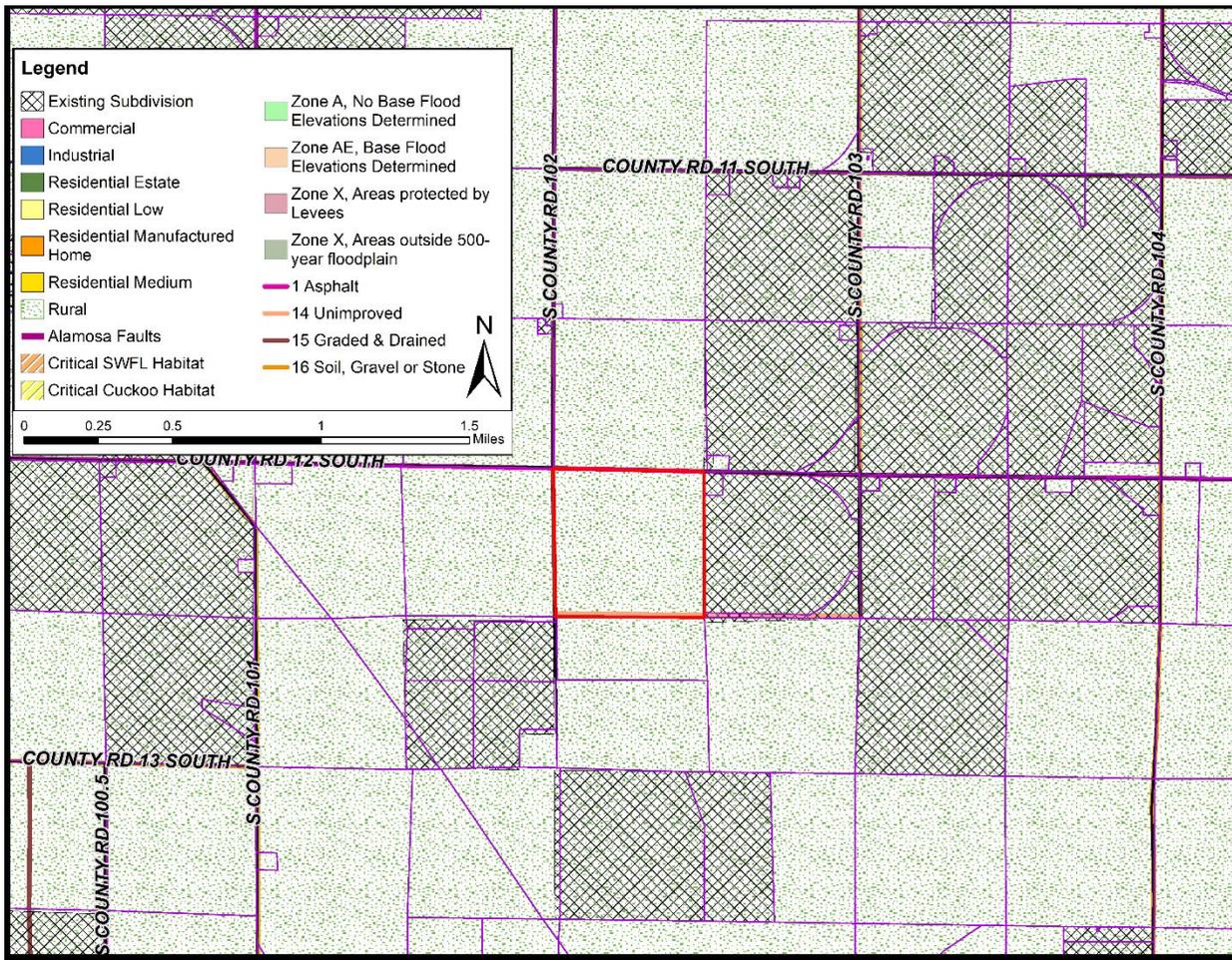
Background

The subject property is a portion of a center pivot irrigated quarter section with the existing Colorado Farm Brewery, permitted as a Special Use agritourism operation in 2017, on what is proposed as Tract 1. Property uses will not change with this subdivision, and the large tract is intended to transfer ownership to the current owner of the remainder of the quarter section. The Applicant proposes to split off an 8.68 acre corner tract containing the brewery and malting operation so that the irrigated circle can continue as farmland. Both proposed tracts currently access County Rd 12 S, a paved road maintained by the County. Adjudicated well permits 90473-F and 54710-A both serve this property and are on one well structure located on proposed tract 1 as shown on the plat. The domestic well permit 54710-A does not encumber any land and allows for a one single-family home, livestock and half an acre of outside irrigation. Commercial well permit 90473-F covers the malting, brewing, bar, bathrooms and landscaping uses on proposed Tract 1 and allows for 2.008 acre-feet of consumptive use from 5.536 acre-feet of withdrawal. Well permit 90472-F is the agricultural well that serves 262 acres in the north half of Section 4 and supplements the surface water rights for the subject property and the irrigated circle to the east.

Neighboring Zoning and Development:

The subject property is located on the NE corner of County Rd 12 S and S County Rd 102 in the Waverly area. The surrounding area is generally large quarter-section center-pivot irrigated farms with a scattering of single-family residences, mostly on previously separated farm corners, making the proposal typical of the area. Directly adjacent properties to the west, north, east and southeast are center-pivot irrigated quarter sections. Directly adjacent to the south and southwest are large lots with mixed surface irrigated fields and single-family

residential development. The nearest residences are directly adjacent to the west and north of proposed lot 1. The Carmel Drain ditch borders the property to the south.



Analysis of Relevant Regulations:

Both proposed tracts exceed the lot area minimum and dimensional requirements for the Rural zone district. Both proposed tracts maintain direct frontage to County Rd 12 S and S County Rd 102. Well permits 90473-F and 54710-A provide adequate legal water for the continued uses on Proposed Tract 1 and surface water rights and well permit 90472-F provide irrigation water for the farm circle.

Since filing this application, the Applicant has sold three fourths of the subject property, and kept the northwest quarter, known as Tract 4 of the Government Land Office Survey. The request has therefore been updated to separate the proposed 6.39 acre Tract 1 from that ~41 acres and then proposed tract 2 will be transferred to the purchaser of the farm circle.

The existing Special Use Permit for the Farm Brewery, 2017-SUP-2 is permitted on the NW ¼ of Section 4, T36N, R9E. This proposed subdivision maintains the necessary water supply for that permit and does not otherwise impact the conditions of approval from the original permit or as it was amended by Resolution 2022-SUP-10. If this minor subdivision application is approved, Staff will update and re-issue the Special Use Permit to reflect the new legal description.

Regarding the Minor Subdivision approval criteria, Staff proposes the below findings:

1. The proposed parcel to be subdivided is a tract/parcel of land that has not been subdivided in at least fifteen years; *The proposed parcel to be subdivided has only ever been transferred by aliquot description and has never been subdivided by the county's regulations. This requirement has been met.*
2. The division of land will not create more than three (3) additional building parcels, sites, tracts, or lots; *The application proposes creation of a single new tract for a total of two tracts from the original Lot 4. This requirement has been met.*
3. The subdivision is in conformance with the goals, objectives, and policies of the Alamosa County Master Plan, Land Use Code, and/or other County guidelines; *This proposal separates the existing commercial development to its own legal tract and maintains the active center-pivot irrigated field for continued agricultural use. This is consistent with the Imagine Alamosa County Comprehensive Plan focus on preserving agricultural heritage and supporting continued agricultural production. This condition has been met.*
4. All sites, tracts, lots, or parcels shall have access to a public maintained road; *Both proposed tracts directly abut County Rd 12 S, a paved road maintained by the County, and S County Rd 102, an unpaved but county-maintained road. This condition has been met.*
5. All sites, tracts, lots, or parcels shall have adequate potable water; if well-sharing is approved by the Colorado Division of Water Resources, a shared well agreement shall be recorded in the office of the County Clerk and Recorder; *Well permits #90473-F and #54710-A both serve proposed Tract 1, and well permit #90472-F serves proposed Tract 2. Staff proposes a related condition.*
6. The proposed area is not in any of the following:
 - a. Geologic Hazard Area
 - b. Floodplain Area
 - c. Critical Wildlife Habitat Area:*The subject property is not located in any of the above areas. This requirement has been met.*

Comments from Review Agencies:

Agency review requests were sent to the Alamosa County Road & Bridge and Sheriff's departments, Mosca - Hooper Soil Conservation District, Alamosa County Fire Protection District, Alamosa County Fire Protection District, San Luis Valley Water Conservancy District, and Colorado Division of Water Resources.

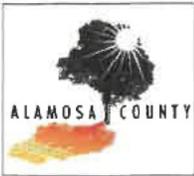
Neither Road & Bridge nor ACFPD had concerns with this proposal. Kevin Boyle with DWR described the well permits and noted that they are not impacted by this proposal.

We received no other agency responses.

Planning Commission Hearing and Recommendation:

The Planning Commission heard this case on January 14, 2026. Staff had proposed three conditions related to updating the original plat. There was discussion about these conditions,, the agricultural operation, and overnight camping. There were no public comments. The Planning Commission voted unanimously to **Recommend Approval** with no conditions.

EXHIBIT 2



LAND USE OFFICE
8999 INDEPENDENCE WAY ALAMOSA, CO 81101
PHONE: (719) 589-3812. FAX: (719) 589-5888

This application must be completed in its entirety, failure to do so will mean an incomplete application and will be given back to the applicant. *Unless specifically waived by the Alamosa County Land Use Office, all items in this application must be completed. Your application will not be scheduled for a Planning Commission meeting if this application, including the Site Plan is incomplete. Additional information may be requested by the Alamosa County Land Use and Planning Staff and/or Planning Commission during review of this application.*

FOR ADMINISTRATIVE USE ONLY:

APPLICATION DATE: 10/22/2025 CASE NUMBER: MS 25-017 PARCEL # 55590420017
 APPLICATION REC'D BY: DB TREASURER'S RECEIPT # 255798
 PC DATE: 1/14/2026 BOCC DATE: 2/11/2026

ACTIVITY: PLEASE CHECK ONE

<input type="checkbox"/> REPLAT/VACATION (\$300)	<input checked="" type="checkbox"/> MINOR SUBDIVISION (\$500)	<input type="checkbox"/> SPECIAL USE (\$500)
<input type="checkbox"/> MAJOR SITE PLAN (\$500)	<input type="checkbox"/> BOA-VARIANCE/APPEALS (\$500)	<input type="checkbox"/> SPECIAL USE / MED MARIJUANA (\$1000)
<input type="checkbox"/> MINOR SITE PLAN (\$300)	<input type="checkbox"/> AMENDMENT TO ZONING (\$500)	<input type="checkbox"/> SPECIAL USE AMENDMENT (\$300)
<input type="checkbox"/> MAJOR SUBDIVISION (\$3000 + \$50/lot)	<input type="checkbox"/> TEXT AMENDMENTS (\$500)	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT (\$3000 + \$50/lot)

ZONING: PLEASE CHECK ONE

<input type="checkbox"/> RESIDENTIAL LOW	<input checked="" type="checkbox"/> RURAL	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> RESIDENTIAL MEDIUM	<input type="checkbox"/> RESIDENTIAL ESTATE	<input type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> RESIDENTIAL HIGH	<input type="checkbox"/> RESIDENTIAL MANUFACTURED HOME	

APPLICANT OR AUTHORIZED REPRESENTATIVE (A notarized letter authorizing representation by the applicant or owner must be submitted.)

NAME: D. WAYNE & SANDRA A. CODY
 ADDRESS: 2522 CR 125 ALAMOSA CO 81101
 TELEPHONE: [REDACTED] EMAIL: [REDACTED]

PROPERTY OWNER (If different than applicant, a copy of a contract for sale or lease between applicant and owner, or a notarized letter from the owner consenting to this application, must be submitted):

NAME: D. WAYNE & SANDRA A. CODY
 ADDRESS: 2522 CR 125 ALAMOSA CO 81101
 TELEPHONE: [REDACTED] EMAIL: [REDACTED]

LEGAL DESCRIPTION OF PROPERTY: also include mileage from highway or county road and directions from the city. (please attach description if necessary)

SW 05 Alamosa
lot 4-36-9 lot 4 section 4 T 36N, R 9E

ADDRESS OF THE PROPERTY:

2064 CR 12 S Alamosa CO

GIVE A SHORT NARRATIVE OF YOUR PROPOSED USE: (may be attached)

No Change Survey off corner

DESCRIBE HOW THE PROPOSED USE WILL BE COMPATIBLE WITH SURROUNDING LAND USES:

WHAT IS THE DISTANCE TO THE NEAREST RESIDENCE: _____

SOURCE OF WATER:

- Public Water/ District Name: _____
- Private Well (Attach Well Permit)
- Water Shares (Attach Letter)

SEWAGE DISPOSAL:

- Public Sewage System
- New OWTS System
- Existing OWTS System

TRAFFIC EXPECTED TO BE GENERATED BY THIS CHANGE

Trips per day/week	Vehicle type
N.A.	

FIRE DISTRICT

- ALAMOSA
- CENTER
- NW CONEJOS
- MOSCA

PLEASE SELECT ONE OF THE FOLLOWING:

- Colorado Department of Transportation Highway Access Permit: CDOT telephone: (970) 385-8362
- Alamosa County Driveway Access Permit: Department telephone: (719) 589-6262
- Existing Alamosa County Driveway.

GIVE DETAILS ON THE ACCESS FOR THE PROPOSED SUBDIVISION.

ALL REQUIRED ITEMS MUST BE SUBMITTED FOR APPLICATIONS TO BE PROCESSED OR ADDED TO SCHEDULE: [R] = REQUIRED [NR] = NOT REQUIRED

[R] [NR] PLEASE SELECT ANY OF THE FOLLOWING THAT APPLY TO YOUR PROPERTY:

- The property is subject to restrictive covenants or deed restrictions: attach a copy
- The property is subject to homeowners or property owner's regulations: attach a copy
- The property is subject to a deed of trust(s) or mortgage(s): Attach notarized letter of approval from lender
- Attach a copy of the current deed (s) filed in the Alamosa County Clerk and recorder's office

[R] [NR] ATTACH ONE OF THE FOLLOWING: INFORMATION MUST BE DATED WITHIN 180 DAYS OF APPLICATION DATE

- Title insurance commitment showing the applicant as owner; OR
- Ownership & Encumbrance report issued by a licensed and bonded title insurer

[R] [NR] CERTIFICATE OF TAXES DUE (This is not the same as a tax bill or receipt)

- Attach a copy of the Certificate of taxes paid from the Alamosa County Treasurer's Office

[R] [NR] WATER DOCUMENTATION

- Attach documentation of the water source listed on page 2 of this application: i.e. well permit, letter from the water & sanitation district or water certificates.

[R] [NR] LAND SURVEY PLAT: (Subdivisions, Replat/Plat Vacation, Major Site Plans, and Variances).

- Include all proposed for immediate or future development. The land survey plat must be prepared by a surveyor licensed in the State of Colorado. The land survey plat must meet the criteria outlined in §C.R. S. 38-51-106. For preliminary review, please provide one (11"x17" copy). Final recording requires a (24"x36") mylar plat

[R] [NR] SITE PLAN: (Amendment to Zoning, Site Plan Review, Special Use, and Board of Adjustments).

- Include all land proposed for immediate or future development. The site plan may be a simple hand-drawn sketch. It must be legible, clearly marked, does not need to be to scale, and include all of the items listed below. It must be signed and dated by the person who drew it. Please provide one copy of at least 11"x17". Digital copies are preferred. All items on this checklist must be provided on plot plan:
- Total acreage
- Roads, streets, highways, and access easements which will serve this proposed development. The name of the proposed private road
- Location of all existing utilities on the property (septic systems, wells, lines) or electric, gas, phone lines which may provide service
- Stock drive easements and fence lines
- Irrigation and drainage ditches, and patterns
- Driveways/parking areas, both existing and proposed
- Locations and sizes of existing structures
- Setbacks from property lines (BOA, Replat, & Plat Vacation application only)
- Location and sizes of proposed structures
- Proposed lot changes
- North arrow

[R] [NR] MASTER PLAN: (Planned Unit Development only)

- Prepared by a professionally certified landscape architect, engineer, or architect.

FEES: **PAYMENT IS REQUIRED BEFORE APPROVAL.** Payment of application fees must be made at the time of filing this application. The Alamosa County Land Use Office will determine the amount to be paid when you submit this application.

Application Fee: \$500 Date Paid: 1/7/2026

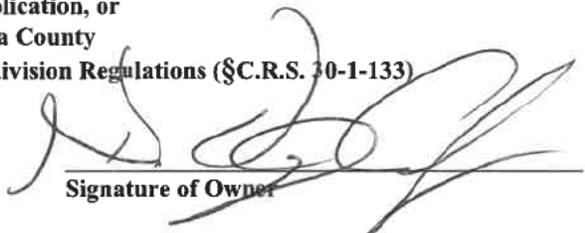
Additional final fees: Due upon conclusion of the application process and before recording of the resolution and Mylar are - publication fees, mapping fees, postage and recording fees. If denied, recording, postage and publication fees will still be due on all applications.

I/we declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this application are true and complete to the best of my knowledge. I understand that this application may be denied or revoked if:

- I provide misleading information on this application, or
- I violate the rules and regulations of Alamosa County
- I violate the provisions of the Colorado Subdivision Regulations (§C.R.S. 30-1-133)



Signature of Applicant



Signature of Owner

Signature of Applicant

Signature of Owner

Signature of Applicant

Signature of Owner

EXHIBIT 3



ALAMOSA COUNTY TREASURER

8999 Independence Way, Ste 104

Alamosa, CO 81101

(719)589-3626

MISCELLANEOUS GENERAL LEDGER RECEIPT

Receipt Date: 01/7/2026

Transaction #: 255798

Print Date: 01/07/2026

Comments: Land Use/D. Wayne or Sandra Cody/Minor Division - Rural

Reference:

#	Information	Tender	Check #	Routing #	Amount Paid
1	D. Wayne or Sandra Cody PO Box 653 Alamosa, CO 81101	CHECK	132083		\$500.00
TOTAL RECEIVED					\$500.00

TEMPLATE ID	GL TEMPLATE DESCRIPTION	Amount
10-2400	COUNTY GENERAL - SUBDIVISION EXEMPTION 555904200117	\$500.00

EXHIBIT 4

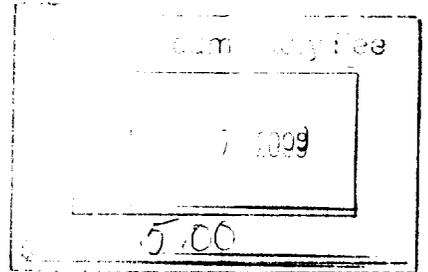


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1/27/2009 11:14 AM
WD R\$6.00 DS\$5.00

Melanie Woodward
Alamosa County Clerk

WARRANTY DEED



THIS DEED, made this 22nd day of January, 2009, between

Bobby J. and Phyllis L. Cody Revocable Intervivos Trust,, dated June 15, 2000

Of the County of **Alamosa**, State of **Colorado**, grantor and

D. Wayne Cody and Sandra A. Cody AS JOINT TENANTS

Whose legal address is **2522 County Road 12 South; Alamosa, Colorado 81101** grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Alamosa** and the State of **COLORADO** described as follows:

The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

Also known as: **2064 County Road 12 South, Alamosa, CO 81101**

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Phyllis L. Cody

Phyllis L. Cody, as Trustee

STATE OF **Colorado**)
) SS.
COUNTY OF **Alamosa**)

The foregoing instrument was acknowledged before me this 22nd day of **January, 2009** by **Phyllis L. Cody, As Trustee of the Bobby J. and Phyllis L. Cody Revocable Intervivos Trust dated June 15, 2000**

My commission expires:

[Signature]

Notary Public

[SEAL]

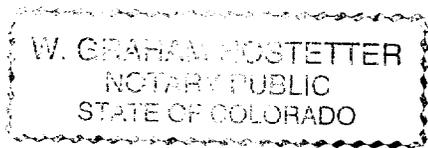


EXHIBIT 5



Main Office:
901 First Avenue | P.O. Box 29 | Monte Vista, CO 81144 | 719.852.5933
Alamosa Office:
3416 Mariposa Street | P.O. Box 720 | Alamosa, CO 81101 | 719.589.2536
Pagosa Springs Office:
80 County Road 600 | Pagosa Springs, CO 81147 | 970.731.4701
www.RGBank.bank

October 21, 2025

Alamosa County
Land Use & Building
8999 Independence Way
Suite 100
Alamosa, CO 81101

Re: Lot 4 Section 4, T. 36N., R.9E.

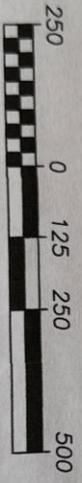
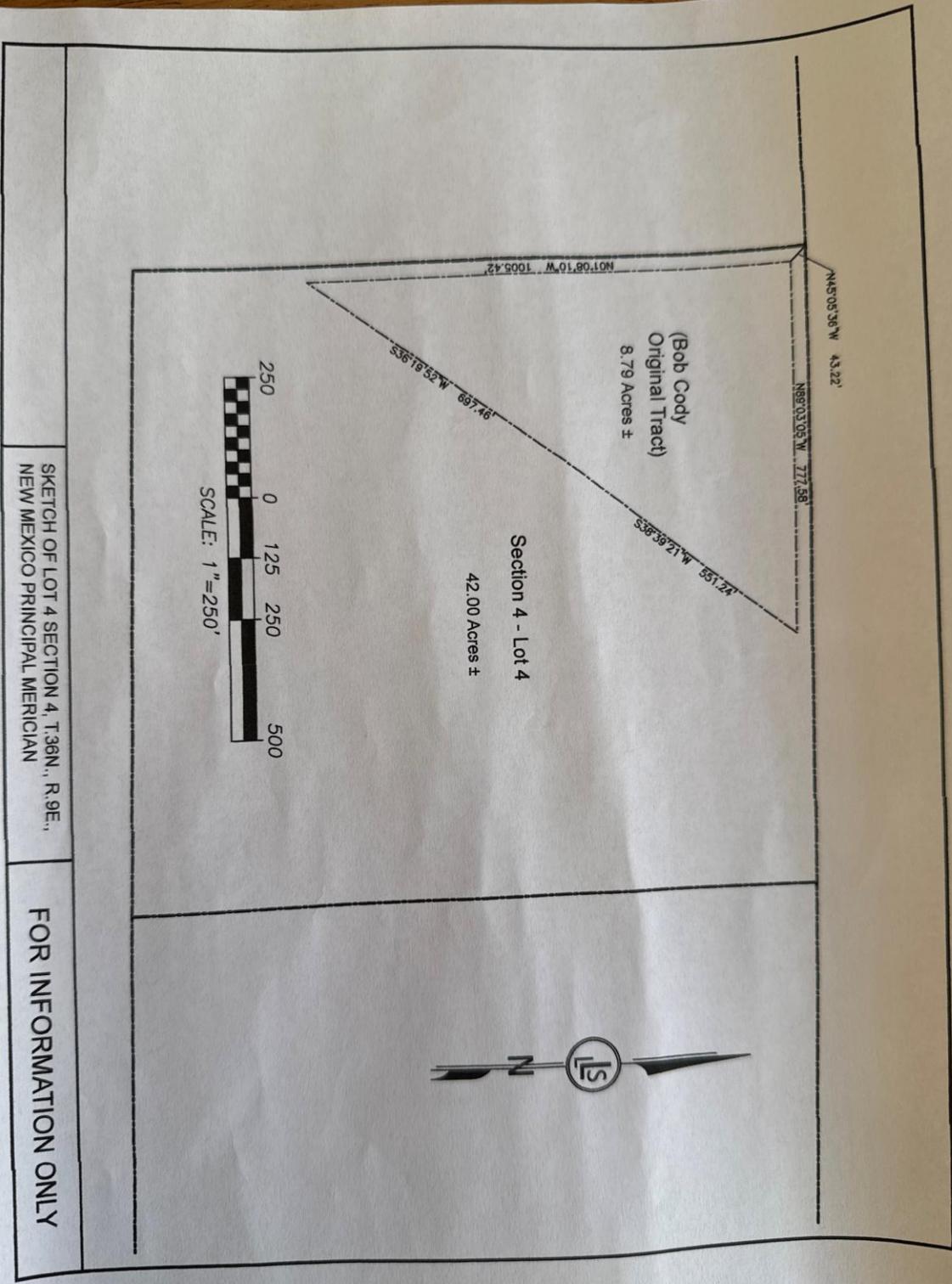
To Whom It May Concern:

RG BANK has no objection to the subdivision referenced above and per attached.

If you have questions or need further clarification, please contact me at 719-852-7056.

Regards,

Shon R. Davis
President



SCALE: 1"=250'



SKETCH OF LOT 4 SECTION 4, T.36N., R.9E.,
NEW MEXICO PRINCIPAL MERIDIAN

FOR INFORMATION ONLY



ALTA LOAN POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
a. a defect in the Title caused by:
i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
ii. the failure of a person or Entity to have authorized a transfer or conveyance;
iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
vii. a defective judicial or administrative proceeding; or
viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

[Handwritten signature]

Authorized Countersignature

Alpine Title, Inc.
Company Name

225 6th Street, STE D
Alamosa, CO 81101
City, State



[Handwritten signature]

Frederick H. Eppinger
President and CEO

[Handwritten signature]

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

For Reference:
Loan ID Number:



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:
 - a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - b. the failure of a person or Entity to have authorized a transfer or conveyance;
 - c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
 - e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - g. a defective judicial or administrative proceeding; or
 - h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
 - a. the amount of the principal disbursed as of the Date of Policy;
 - b. the interest on the obligation secured by the Insured Mortgage;
 - c. the reasonable expense of foreclosure;
 - d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
 - e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.
11. The lack of priority of the lien of the Insured Mortgage upon the Title:
 - a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or
 - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
 - b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or



- ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.

- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "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.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACAPSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - i. the sum of:
 - (a). principal disbursed as of the Date of Policy;
 - (b). principal disbursed subsequent to the Date of Policy;
 - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;
 - (d). interest on the loan;
 - (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (f). expenses of foreclosure and any other costs of enforcement;
 - (g). advances for insurance premiums;
 - (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1). real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2). regular, periodic assessments by a property owners' association; and
 - (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but
 - ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
- j. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
 - (1). owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2). owns the Title after acquiring the Indebtedness;
 - (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
 - (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
 - (g). any Government Mortgage Agency or Instrumentality.
 - ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
 - iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy 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 insured by this policy.
- o. "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.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy 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.
- s. "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.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
- securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.
- If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.
- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness*
- To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.
- If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.
Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
- To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
- the Amount of Insurance;
 - the Indebtedness;
 - the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
 - if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.

- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
 - i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
 - ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land;
 - iii. cures the claim of Unmarketable Title; or
 - iv. establishes the lien of the Insured Mortgage,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*
 - i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
 - ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.

c. **Insured's Rights and Limitations**

- i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
- ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. **POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

14. **SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. **CHOICE OF LAW AND CHOICE OF FORUM**

- a. **Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. **Choice of Forum**

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

16. **NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P.O. Box 2029, Houston, TX 77252-2029.

17. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

18. **ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 18. The arbitrator does not have authority to conduct any class action arbitration or arbitration involving joint or consolidated claims under any circumstance.

- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent: Alpine Title, Inc.

Issuing Office: 225 6th Street, STE D
Alamosa, CO 81101

Issuing Office's ALTA® Registry ID: 1179868

Loan ID Number:

Issuing Office File Number: A-25-444

Property Address: 2064 & 2070 County Road 12 South/ 2522 County Road 12 South, Alamosa, CO 81101

SCHEDULE A

Name and Address of Title Insurance Company:

STEWART TITLE GUARANTY COMPANY

P.O. Box 2029, Houston, TX 77252-2029

Policy No.: M-9011-000423775

Premium: \$1,628.00

Amount of Insurance: \$1,455,000.00

Loan Number:

Date of Policy: May 16, 2025 at 9:10 AM

1. The Insured is:
RG Bank, a Savings and Loan Association
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:
fee simple
3. The Title encumbered by the Insured Mortgage is vested in:
D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody
4. The Insured Mortgage and its assignments, if any, are described as follows:
A Deed of Trust from D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody to the Public Trustee of Alamosa County in favor of RG Bank, a Savings and Loan Association as beneficiary dated May 12, 2025 in the original principal amount of \$1,499,333.40 and recorded on May 16, 2025 at 9:10 AM as Instrument #394855 in the official records of the Alamosa County Recording Office.
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.
6. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:
NONE

ALLPINE TITLE, INC.
225 6th Street, STE D, Alamosa, CO 81101
Telephone: (719) 587-2776

STEWART TITLE GUARANTY COMPANY
P.O. Box 2029, Houston, TX 77252-2029

Countersigned by:

Glenna Clayton

Glenna Clayton, License #583679
Alpine Title, Inc., License #514187



F. H. Eppinger

By: _____
Frederick H. Eppinger, President and CEO

David Hisey

By: _____
David Hisey, Secretary



SCHEDULE B

Policy Number: M-9011-000423775

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes and assessments for the year 2025 and subsequent years, a lien, but not yet due and payable.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the Public Records or listed in Schedule B.
7. (Parcel 3) Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in Patent of record, dated January 17, 1890, Serial No. COCOAA 035619.
8. (Parcels 1 & 2) Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, as reserved in Patent of record, dated August 12, 1891, Serial No. COCOAA 035773.
9. Right of Way granted to The Conejos Drainage & Irrigation Company by instrument recorded January 26, 1923 at Reception No. 19627 in Book 38 at Page 403 & 404.

10. (Parcels 3) Those Items contained in Petition for the Formation of a Drainage District recorded in Book 19 at Page 491.
11. (Parcels 3) Quit Claim Deed to The Commonwealth Irrigation Company recorded September 13, 1955 at Reception No. 118649.
12. (Parcels 3) Those items contained in Contract with The Waverly Drainage District No. 1 recorded June 17, 1959 at Reception No. 131009.
13. (Parcels 3) A non-exclusive Easement for ingress and egress as granted and set forth in instrument recorded August 25, 2006 at Reception No. 327743.
14. (Parcels 3) Those items indicated on Wayne Cody Mortgage Survey by Luchetti Land Surveying, Inc., dated January 15, 2009, Project No. 2009-01A.
15. (Parcels 1&2) Those items contained in Resolution regarding Division of Land recorded December 1, 2005 at Reception No. 324384.
16. (Parcels 1&2) Those Items set forth on the plat recorded December 1, 2005 at Reception No. 324385.
17. (Parcel 3) Those Items contained In resolution 2017-SUP-2 (Special Use Permit) recorded May 18, 2017 at Reception No. 366247.
18. A Deed of Trust from D. Wayne Cody and Sandra A. Cody to the Public Trustee of Alamosa County in favor of Rio Grande Savings and Loan Association as beneficiary dated October 21, 2019 in the original principal amount of \$1,323,000.00 and recorded on October 23, 2019 at 9:10 AM as Instrument #374859 in the official records of the Alamosa County Recording Office.

PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Tract 1A of the Cody Division of Land No. 2, County of Alamosa, State of Colorado.

Parcel 2:

Tract 1C of the Cody Division of Land No. 2, County of Alamosa, State of Colorado.

Parcel 3:

The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

EXHIBIT 7



Certificate of Taxes Due
ALAMOSA COUNTY TREASURER
ALAMOSA COUNTY, CO

Account #: 555904200117
 Parcel #: 555904200117
 Owner: CODY D WAYNE &
 CODY SANDRA A
 2522 CNTY ROAD 12 SOUTH
 ALAMOSA, CO 81101-0000

Cert #: 2014
 Requestor:
 Requestor #:
 Email:

Amount due is valid at issuance date only.

Property Address: ROAD 012 SOUTH 02064 & 02070
 Comments:

Legal Description: W2NW4 4-36-9 80A (WAV) E2NW4 4-36-9 80A (WAV) JWD REC #337459 01-22-09

ORIGINAL TAX BILLING FOR 2024	TAX DISTRICT	114	Values	Actual	Assessed
Authority	Levy	Tax			
ALAMOSA AMBULANCE	2.886	\$344.65	Agricultural Land	\$94,932.00	\$25,151.00
ALAMOSA COUNTY	25.238	\$3,013.97	Agricultural Improvements	\$342,648.00	\$94,266.00
ALAMOSA COUNTY FIRE	5.43	\$648.44	TOTAL	\$437,580.00	\$119,417.00
ALAMOSA SCHOOL DISTRICT 11J	32.087	\$3,831.59			
RIO GRANDE WATER CON DIST	1.6	\$191.07			
SAN LUIS VALLEY WATER CON	0.411	\$49.08			
TAXES FOR 2024	67.652	\$8,078.80			

* Credit Levy

TAX YEAR	CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2024	SA RIO GRANDE SUBDISTRICT 6	\$2,866.12	\$0.00	\$0.00	\$2,866.12
2024	SA WAVERLY DRAINAGE DISTRICT	\$240.00	\$0.00	\$0.00	\$240.00
2024	Tax Bill	\$8,078.80	\$0.00	\$0.00	\$8,078.80
TOTAL DUE		\$11,184.92	\$0.00	\$0.00	\$11,184.92
EXEMPTION (APPLIED)					\$0.00
PAID					\$11,184.92
TOTAL LIABILITY valid through October 14, 2025:					\$0.00

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 10/14/2025.

Amy McKinley, Treasurer



BY: Amy McKinley

EXHIBIT 8



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 54710--A
RECEIPT NUMBER 9305118

ORIGINAL PERMIT APPLICANT(S)

CODY D WAYNE & SANDRA A

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
 Designated Basin: N/A
 Management District: N/A
 County: ALAMOSA
 Parcel Name: N/A
 Physical Address: N/A

NW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 411385.3 Northing: 4139711.1

PERMIT TO REPLACE EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 54710, A.K.A. as well no. 3 in Division 3 Water Court Case no. W-787. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than 1 single family dwelling(s), the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than 1/2 acre of home gardens and lawns.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) Ground water production is limited to the confined aquifer. Plain casing must be installed and properly grouted to a minimum depth of 70 feet to prevent the intermingling of water between the confined and unconfined aquifers.
- 7) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 8) This well shall be constructed not more than 200 feet from the location specified on this permit, and not more than 200 feet from the decreed location of well no. 3, W-787.

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Test Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us>

See Original Permit Date Issued: 6/5/2012

Issued By _____ Well must be constructed by 6/5/2014

PERMIT HISTORY

12-08-2025 PERMIT CANCELED (PERMIT CANCELED BY 90473-F)

EXHIBIT 9



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 90473-F
RECEIPT NUMBER 10046128

ORIGINAL PERMIT APPLICANT(S)

COLORADO MALTING COMPANY AND COLORADO FARM
BREWERY (WAYNE CODY)

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
Designated Basin: N/A
Management District: N/A
County: ALAMOSA
Parcel Name: N/A
Physical Address: N/A

NW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico
P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 411385.0 Northing: 4139711.0

PERMIT TO USE AN EXISTING WELL

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for increase in use of an existing well, well permit no. 54710--A, decreed by the Division 3 Water Court as Well No. 3 in case no. W-787 and modified as Well No. 3 Commercial Use by the decree in case no. 2022CW0007. The operation of this well is subject to the terms and conditions of said decrees.
- 4) Approval of this permit shall not result in an expanded use of ground water. The use of ground water from this well is limited to year-round commercial use including malt house processing, brewery processing and cleaning, tap house bar, tap house bathrooms, office bathrooms, landscape irrigation, and other general and associated uses typical of a brewery.
- 5) The maximum annual amount of groundwater to be appropriated by this well shall not exceed 5.536. The maximum annual amount of consumptive use appropriated from this well shall not exceed 2.008 acre-feet.
- 6) The maximum pumping rate of this well, under this permit, shall not exceed 50 GPM.
- 7) Production is limited to the confined aquifer. The depth of this well is 242 feet per well permit no. 54710--A.
- 8) A sealable opening of at least one inch diameter to allow access for depth measurement must be provided for in the completed structure.
- 9) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number (s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 10) A metering method must be established for this well pursuant to the Rules Governing the Measurement of Ground Water Diversions in the Rio Grande Basin. The use under this permit must be separately metered from the use under well permit no. 54710--A. Meter readings and accounting must be submitted annually or more frequently to the Division Engineer as required.
- 11) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTICE: You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

NOTE: The WDID for this well is 2009649.

WELL PERMIT NUMBER 90473-F

RECEIPT NUMBER 10046128



Date Issued: 12/5/2025

Issued By DARIN SCHEPP

Well must be constructed by N/A

EXHIBIT 10



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 90472-F
RECEIPT NUMBER 10046127

ORIGINAL PERMIT APPLICANT(S)

COLORADO MALTING COMPANY AND COLORADO FARM
BREWERY (WAYNE CODY)

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
Designated Basin: N/A
Management District: N/A
County: ALAMOSA
Parcel Name: N/A
Physical Address: N/A

SW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico
P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 411290.0 Northing: 4139006.0

PERMIT TO USE AN EXISTING WELL

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the use of the existing well, well permit no. 1406-R, decreed by the Division 3 Water Court as Well No. 1 in case no. W-735 and modified by the decree in case no. 22CW0007. The operation of this well is subject to the terms and conditions of said decrees.
- 4) The issuance of this permit hereby cancels permit no. 1406-R.
- 5) Approval of this permit shall not result in an expanded use of ground water. The use of ground water from this well is limited irrigation use on 262 acres in the N 1/2 of Section 4, Twp. 36N, Range 9E, NMPM in Alamosa County.
- 6) The 5-year rolling average annual amount of groundwater to be appropriated for irrigation use by this well shall not exceed 338 acre-feet, under an 83% efficient center pivot sprinkler, and shall not produce more than 1690 acre-feet in any given 5 consecutive year period. The 5-year rolling average annual amount of consumptive use appropriated from this well, for irrigation use, shall not exceed 280.5 acre-feet. This well shall not consumptively use more than 1402.4 acre-feet in any given 5 consecutive year period. The amount of water diverted for irrigation use must be determined by the applicable irrigation efficiency.
- 7) The maximum pumping rate of this well shall not exceed 2,293 GPM.
- 8) Production is limited to the confined aquifer. The depth of this well is 510 feet per well permit no. 1406-R.
- 9) A sealable opening of at least one inch diameter to allow access for depth measurement must be provided for in the completed structure.
- 10) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number (s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 11) The applicant shall call for and divert to beneficial use, the surface water rights attributable to these lands, to the extent it is available.
- 12) A metering method must be established for this well pursuant to the Rules Governing the Measurement of Ground Water Diversions in the Rio Grande Basin. Meter readings and accounting must be submitted annually or more frequently to the Division Engineer as required.
- 13) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

WELL PERMIT NUMBER 90472-F

RECEIPT NUMBER 10046127

NOTICE: You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

NOTE: The WDID for this well is 2009558.



Date Issued: 12/5/2025

Issued By DARIN SCHEPP

Well must be constructed by N/A

THE COLORADO FARM BREWERY DIVISION OF LAND

LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of that real property situated in Alamosa County, Colorado, lying within the exterior boundaries of THE COLORADO FARM BREWERY DIVISION OF LAND, located within the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, New Mexico Principal Meridian, Alamosa County, Colorado.

FURTHER THAT the undersigned has caused said real property to be laid out and surveyed as THE COLORADO FARM BREWERY DIVISION OF LAND according to Article VI, Paragraph 6.1 of the Alamosa County Subdivision Regulations, and do hereby set apart the following:

1. Any and all existing easements including, but not limited to those shown on the accompanying plat.
2. Rights-of-Way for the existing County Roads as shown on the accompanying plat.

SIGNED: _____ SIGNED: _____
 D. Wayne Cody Sandra A. Cody

STATE OF COLORADO }
 COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this ____ day of _____, 202_, by D. Wayne Cody and Sandra A. Cody. Witness my hand and seal.

My Commission expires _____

SIGNED: _____
 Notary Public

Address: _____

PLANNING COMMISSION CERTIFICATE

APPROVED, this ____ day of _____, 202_, County Planning Commission, Alamosa County Colorado.

SIGNED: _____
 Chairman

COMMISSIONERS' CERTIFICATE

APPROVED, this ____ day of _____, 202_, Board of Commissioners, Alamosa County, Colorado. This approval does not guarantee that the size or soil conditions on any lot hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the County of Alamosa, AND FURTHER that this approval does not in any way guarantee or indicate that either water or well permits or subsurface sewage disposal permits are available for any of the tracts shown hereon. The roads, as shown on the Plat, dedicated to the public use, are accepted by the County of Alamosa on this ____ day of _____, 202_.

ATTEST: _____ SIGNED: _____
 Clerk of Board Chairman

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF ALAMOSA }

I hereby certify that this instrument was filed in my office at ____ o'clock, ____ m., this ____ day of _____, 202_, and is duly recorded under Reception No. _____, and is Filed in Plat Cabinet _____ at Map No. _____.

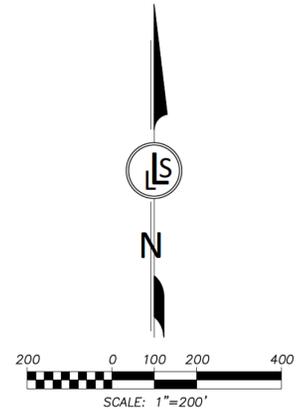
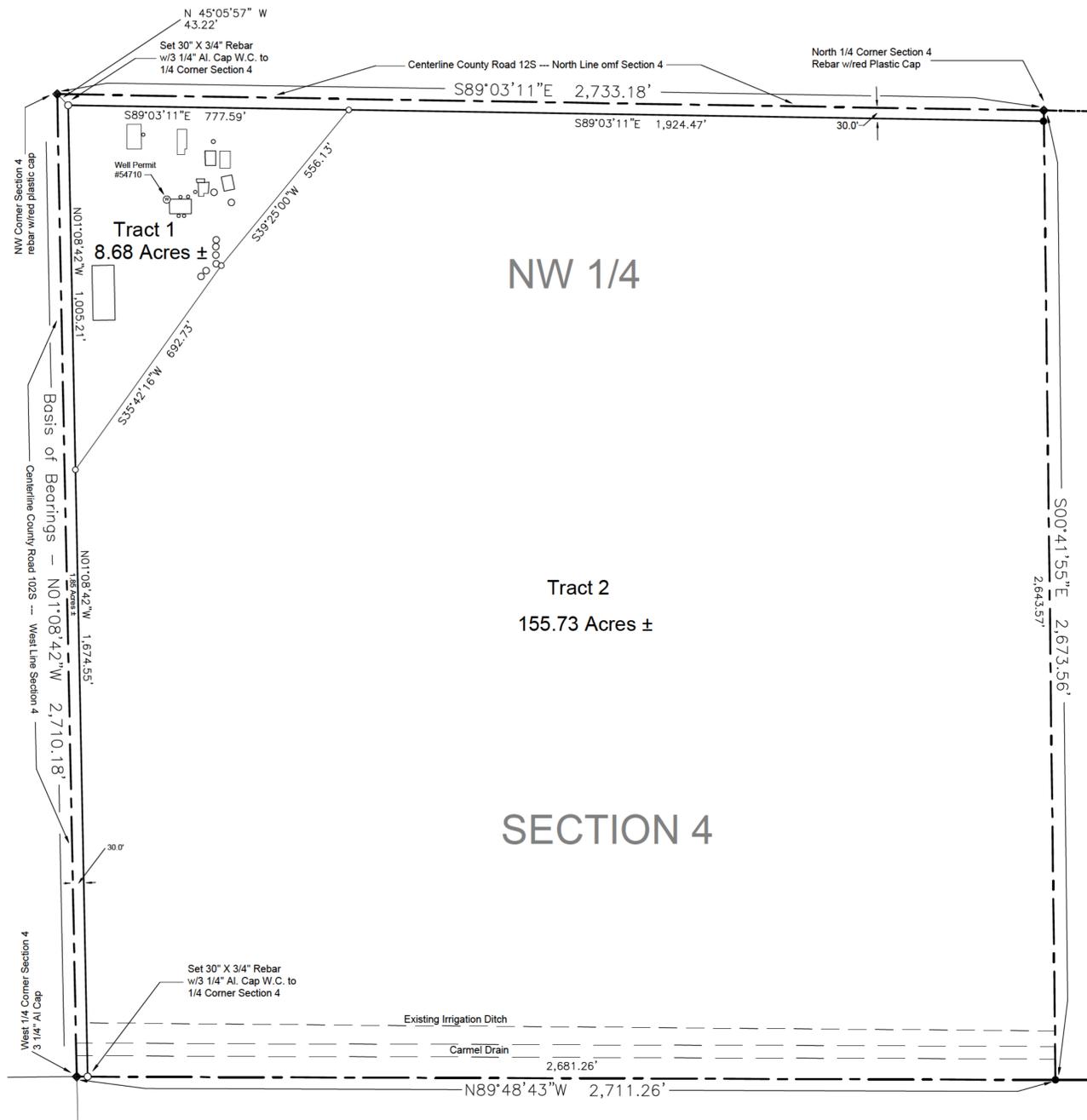
SIGNED: _____
 Recorder

Surveyor's Certificate

I, Mark S. Luchetti, being a duly registered Land Surveyor in the State of Colorado, do hereby certify that this Plat of Survey was prepared from the field notes of an actual survey performed by me, or under my direct supervision, and is true and correct to the best of my knowledge and belief.

Mark S. Luchetti CO PLS 18468

Date _____



BEARINGS as shown hereon were determined from GPS observations. All bearings depicted hereon are referenced to the West Line of Section 4, monumented as shown.

LEGEND

- ◆ Found Section or Quarter Corner as indicated
- 2 1/2" Iron Pipe with Brass Pipe Cap (Government Resettlement Corner)
- Set 24"x5/8" Rebar with 1 1/2" Aluminum Cap Marked CO PLS 18468
- Set 30"x3/4" Rebar with 3 3/4" Aluminum Cap Marked CO PLS 18468
- Section or Quarter Section Line
- Property Boundary Line
- Interior Tract Line

ACREAGE TABULATION

TRACT 1	8.68 Acres±
TRACT 2	155.73 Acres±
COUNTY ROAD 102S	1.85 Acres±
TOTAL ACREAGE	166.26 Acres±

SECTION 4



LOCATION INSET

NOT TO SCALE

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discovered 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.

LUCHETTI LAND SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 8591 HWY. 285 SO.
 ALAMOSA, COLORADO 81101
 (719) 589-3275

THE COLORADO FARM BREWERY DIVISION OF LAND
 LOCATED WITHIN THE NW 1/4 OF SECTION 4, T.36N., R.9E., N.M.P.M.

ALAMOSA COUNTY COLORADO

DRAWN BY: MSL PROJECT NO.: 2025 - 10A DATE: NOVEMBER 2025

Alamosa County, CO

Summary

Parcel Number 555904200117
 Property Address ROAD 012 SOUTH 02064 & 02
 Legal Description W2NW4 4 36 9 80A (WAV) E2NW4 4 36 9 80A (WAV) JWD REC #337459 01-22-09
 (Note: Not to be used on legal documents)
 Acres 158
 Neighborhood 1100 NBHD 11 (1100)
 Tax District 114
 Section 4
 Township 36
 Range 9



Owners

Disclaimer: Mailing address is used for Alamosa County ad valorem taxation purposes.
[CODY D WAYNE & CODY SANDRA A](#)
 2522 CNTY ROAD 12 SOUTH
 ALAMOSA, CO 81101

Land

Land Use	Units	Unit Type	Frontage	Depth
OTHER AG	1	UT	0	0
DWS IIIC DEEP WELL S	51	AC	0	0
DWS IVC DEEP WELL S	12	AC	0	0
VIC CORNER	15	AC	0	0
DWS IIIC DEEP WELL S	63	AC	0	0
VIC CORNER	17	AC	0	0

Valuation

Assessed Year	2025	2024	2023	2022	2021
Building Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land Value	\$103,803.00	\$94,932.00	\$94,932.00	\$90,340.00	\$90,340.00
Extra Features Value	\$371,520.00	\$342,648.00	\$342,648.00	\$288,917.00	\$288,917.00
Total Value	\$475,323.00	\$437,580.00	\$437,580.00	\$379,257.00	\$379,257.00

Sales

Sale Date	Document Number	Instrument	Qualification	Sale Price
1/22/2009	337459	JW	U	\$50,000
6/15/2000	298340	WD	U	\$0
3/5/1969		WD	U	\$14,500
2/28/1953		WD	U	\$0

Yard Extras

Year Built	Dimensions	Yard Extra Count	Description	Unit Type
2011	0x0x0	5	AG SPT BLD	UT
2017	0x0x0	9	OTHER AG	UT
2017	0x0x0	10	OTHER AG	UT
1934	0x0x0	1	OTHER AG	UT
2019	0x0x0	11	OTHER AG	UT
2022	0x0x0	12	OTHER AG	UT
1900	0x0x0	2	AG SPT BLD	UT
1900	0x0x0	3	GRAIN BIN	UT
1997	0x0x0	4	AG SPT BLD	UT
1971	0x0x0	7	AG SPT BLD	UT
1971	0x0x0	6	OTHER AG	UT
1971	0x0x0	8	OTHER AG	UT
2020	0x0x0	13	OTHER AG	UT

Tax Statements

Empty rectangular boxes for tax statements, arranged vertically.

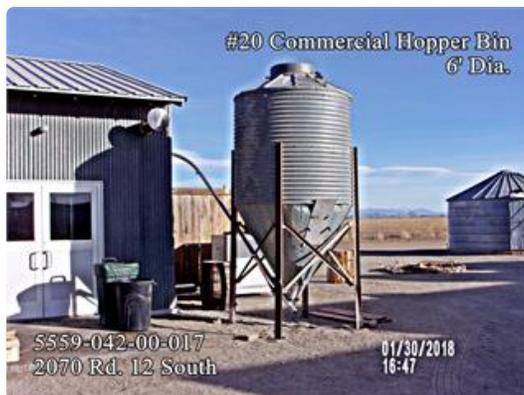
Sketches

Empty rectangular box for sketches.

Photos View











No data available for the following modules: Buildings, Photos.



[User Privacy Policy](#) [GDPR Privacy Notice](#)
Last Data Upload: 12/30/2025, 8:28:38 PM

Wayne Cody Minor Subdivision

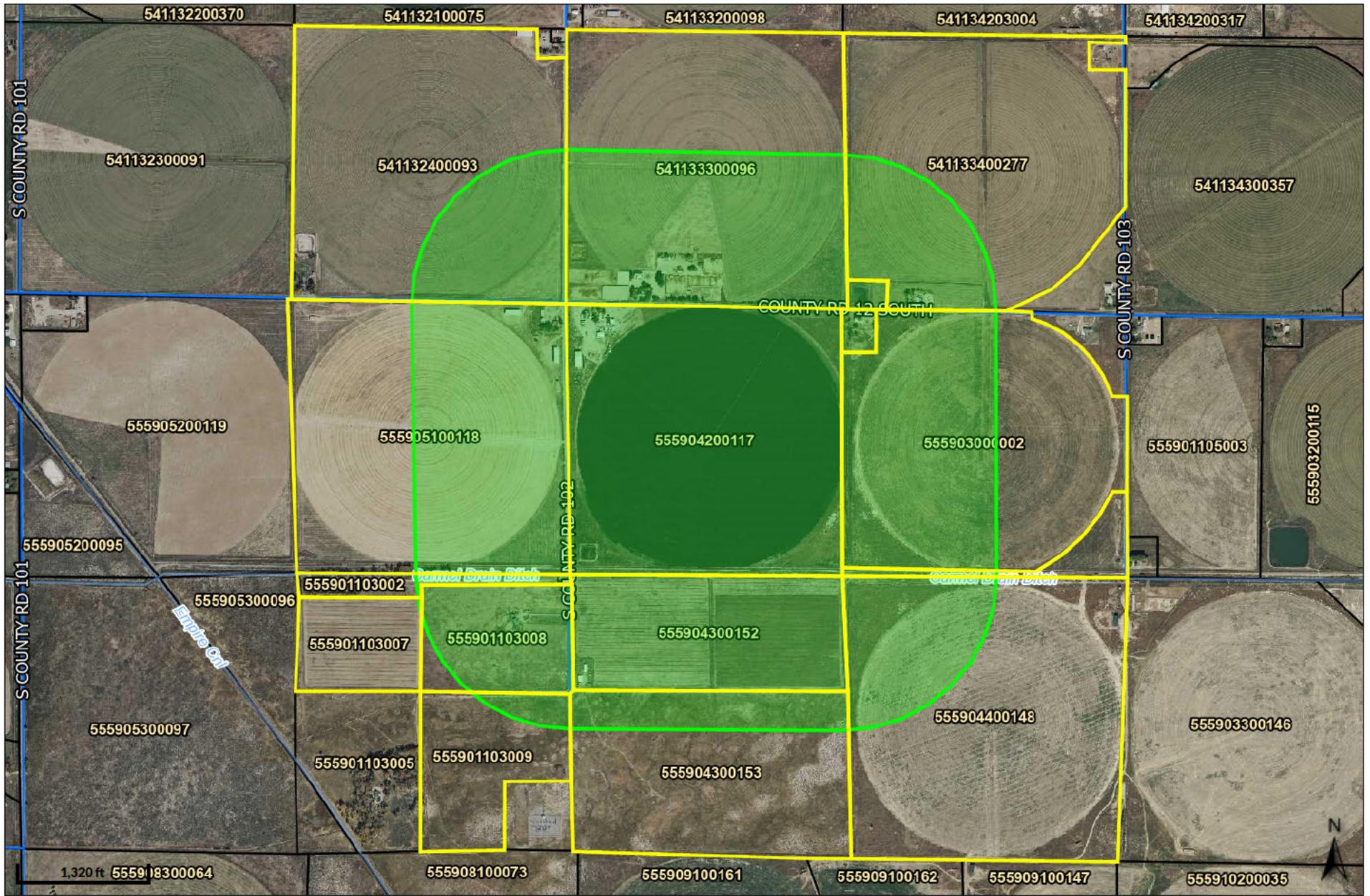


EXHIBIT 14

Wayne Cody 1500 ft neighbor list

ParcelId	OwnerName	OwnerAddress1	OwnerCityStZip
555905100118, 541133400277 & 541132400093	WIESCAMP GRANT H & WIESCAMP MICHELLE S	10505 CO RD 102 SO	ALAMOSA CO 81101
555901103007 & 555901103002	STAGNER DONALD W & SHIRLEY M	12501 RD 102 SO	ALAMOSA CO 81101
555901103008	FALKENTHAL ERIC W & LINDA H	12571 CNTY ROAD 102 SO	ALAMOSA CO 81101
555904300152	COLEMAN STEPHEN P & MCKEE TINA M	12710 CNTY RD 102 SOUTH	ALAMOSA CO 81101
555901103009, 555903000003 & 555904300153	BAGWELL ANTHONY R &, BAGWELL JOANN	12755 ROAD 102 SOUTH	ALAMOSA CO 81101
555904400148	DECLERCK FARMS INC	1864 EAST 1780 NORTH ROAD	STONINGTON IL 62567
541133300096	ALLEN RYAN B & JEANNIE	2137 RD 12 SOUTH	ALAMOSA CO 81101
555903000002, 555903000004 & 555904200117	CODY D WAYNE & SANDRA	2522 CNTY RD 12 SO	ALAMOSA CO 81101
541120400011	SANCHEZ SHEILA E & SANCHEZ CHARLES H	2631 CTY RD 12 S	ALAMOSA CO 81101



CORRECTED PUBLIC NOTICE

Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101
Email: landuse@alamosacounty.org • Phone: 719-589-3812

12/10/2025

SANCHEZ SHEILA E & SANCHEZ CHARLES H
2631 CTY RD 12 S
ALAMOSA CO 81101

Dear Property Owner(s) of Parcel# 541120400011

This letter corrects a prior letter you may have received. The prior letter incorrectly identified the proposal as a diesel equipment repair shop. The applicant D. Wayne Cody is actually requesting a minor subdivision to separate the corner of his property housing the Colorado Farm Brewery from the farm circle.

Pursuant to Article 8 of the Alamosa County Land Use and Development Code, I am writing to inform you that D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is requesting approval to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.

The legal description of the property is: The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

This application will be heard before the Alamosa Planning Commission on **Wednesday, January 14, 2026** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 AM. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

As a neighboring property owner, you are encouraged to participate in the public hearing. You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

Details regarding this application are available for public inspection in the Alamosa County Land Use Office 8999 Independence Way, Suite 100, during regular office hours. If you have any questions regarding this application, you may contact me at the above telephone number.

Sincerely,

Richard Hubler
Land Use Administrator

EXHIBIT 16

From: [Frank Wirth](#)
To: [Darcy Barraclough](#)
Subject: Re: agency review request
Date: Monday, December 1, 2025 2:29:20 PM

Darcy,

I have reviewed both land use applications and have no concerns about them proceeding forward.

Thanks,

Frank

Frank Wirth Jr.

Fire Chief

Alamosa Fire Department

425 Fourth Street

PO Box 419

Alamosa, CO 81101

719-587-2530 (Office)

719-670-0010 (Cell)

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <dbarraclough@alamosacounty.org> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.

- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or dbarraclough@alamosacounty.org

Thank You,

Darcy Barraclough

Planner

Alamosa County Land Use and Building Dept.

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

dbarraclough@alamosacounty.org

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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

=

Richard Hubler

From: Ronnie Medina <ronnie.medina@alamosacounty.org> on behalf of Ronnie Medina
Sent: Monday, December 8, 2025 5:06 PM
To: Darcy Barraclough
Cc: rjackson@alamosacounty.org; mswoods@alamosacounty.org; kanderson@alamosacounty.org; fwirth@alamosa.gov; moscahoopercd1@gmail.com; Richard Hubler
Subject: Re: agency review request

Good afternoon,

From Alamosa County Road & Bridge prospective;

Applicant D. Wayne Cody for Minor Subdivision Parcel 555904200117.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Applicant Angel Rubio-Mix for Major Site Plan Parcel 528736401051.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Ronnie Medina
Alamosa County Road and Bridge Director
8663 S CR 109
Alamosa CO. 81101
Phone 719.589.6262
Cell 719.850.2993

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <dbarraclough@alamosacounty.org> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or dbarraclough@alamosacounty.org

Thank You,

Darcy Barraclough

Planner

Alamosa County Land Use and Building Dept.

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

dbarraclough@alamosacounty.org

Richard Hubler

From: Boyle - DNR, Kevin <kevin.boyle@state.co.us> on behalf of Boyle - DNR, Kevin
Sent: Monday, December 15, 2025 8:54 AM
To: Darcy Barraclough
Cc: Heather@slvwcd.org; kyle.mcmillan@state.co.us; Richard Hubler
Subject: Re: agency review request

Ms. Barraclough,

Thank you for providing us with the applications in front of the Alamosa County Planning Commission. Below are our comments. Please let us know if you have any questions.

Rubio-Mix: Our review showed that this property is served by well permit no. 339417, an exempt commercial well. Under well permit no. 339417, water may be used for drinking/sanitary use in a commercial business. Up to 1/3 of an acre-foot may be withdrawn annually, the well must be metered, and all returned flows must be returned via a non-evaporative wastewater system. This well is a legal water supply for this proposal.

Cody: Our review showed that the property is served by well permits no. 90473-F and 54710-A. These permits are issued to one well structure. Permit no. 90473-F allows for use in commercial malt house and brewery. Well permit no. 54710-A allows for domestic use. This well does not encumber any land and would not be affected if this request is granted.

Kevin Boyle, P.E.
Assistant Division Engineer
Division 3
(719) 589-6683 ext. 3119



kevin.boyle@state.co.us | www.dwr.colorado.gov

On Mon, Dec 1, 2025 at 12:47 PM Darcy Barraclough <dbarraclough@alamosacounty.org> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or dbarraclough@alamosacounty.org

Thank You,

Darcy Barraclough

Planner

Alamosa County Land Use and Building Dept.

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

dbarraclough@alamosacounty.org

**ALAMOSA COUNTY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Alamosa Planning Commission on **Wednesday, January 14, 2025** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2025** at 8:30 AM, in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado for the purpose of considering an application for a **Minor Subdivision** submitted by D. Wayne Cody on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**.

The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.

The legal description of the property is: The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

Details regarding this application are available for public inspection in the Alamosa County Land Use Office at 8999 Independence Way Suite 100 during regular office hours or at (719) 589-3812.

Darcy Barraclough
Alamosa County Planner

Published in the Valley Courier 11/29/2025



Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101
Email: landuse@alamosacounty.org • Phone: 719-589-3812

January 6, 2026

D. Wayne & Sandra A. Cody
2522 County Td 12 S
Alamosa, CO 81101

wayne_cody@msn.com

Dear Applicant(s):

Your application for a Minor Subdivision has been scheduled before the Alamosa County Planning Commission for Wednesday **January 14, 2026 at 6:00 p.m.** and before the Board of County Commissioners for Wednesday **February 11, 2026 at 8:30 a.m.** in the Alamosa County Services Center, 8900 Independence Way, Alamosa, CO 81101.

It is imperative that you or someone acting as your representative be present at this meeting to answer questions the Board may have. Should you decide to appoint a representative, please submit a notarized letter of your appointee to the Land Use Office prior to the scheduled Board meeting.

You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

If you have questions or concerns, please call at (719) 589-3812 or email me at rhubler@alamosacounty.org.

Thank you,

A handwritten signature in black ink that reads "Richard Hubler". The signature is written in a cursive style with a long horizontal line extending from the end.

Richard Hubler,
Land Use Administrator

Warranty Deed

THIS DEED, made this 22nd day of December 2025, between

D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody

of the County of Alamosa, State of Colorado, Grantors, and

Ryan B. Allen and Jeannie Allen as Joint Tenants

whose legal address is 2137 Road 12 South, Alamosa, CO 81101; Grantees

WITNESSETH, That the Grantors, for and in consideration of the sum of **TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property, together with improvements, if any, situate, lying and being in the County of **Alamosa** and the State of **Colorado**, described as follows:

Property 1:

Tract 1A of the Cody Division of Land No. 2, the plat of which was recorded December 1, 2005 at Reception No. 324385, County of Alamosa, State of Colorado.

Property 2:

The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado less and except Lot 4 of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado.

Also known as street and number: **2064 & 2070 County Road 12 South, Alamosa, CO 81101**

Assessor's schedule or parcel number: **555903000002, 555904200117,.**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantors, either in law or equity, of, in and to the above bargained premises. with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the Grantees, their heirs, successors and assigns forever. And the Grantors, for themselves, their heirs, and personal representatives, do covenant, grant, bargain and agree to and with the Grantees, their heirs, successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except all statutory exceptions as defined in §38-30-113(5)(a), C.R.S..

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs, successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Gloria Clayton

Authorized Countersignature
Allpine Title, Inc.

Alamosa, CO 81101



Frederick H. Eppinger

Frederick H. Eppinger, President and CEO

David Hisey

David Hisey, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: A-25-1178



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ALTA Commitment for Title Insurance (07-01-2021)

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 countersignature 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.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: A-25-1178

ALTA Commitment for Title Insurance (07-01-2021)



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 page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: A-25-1178

ALTA Commitment for Title Insurance (07-01-2021)



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. AH 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: A-25-1178

ALTA Commitment for Title Insurance (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Alpine Title, Inc.
Issuing Office: 225 6th Street, STE D
Alamosa, CO 81101
Issuing Office's ALTA® Registry ID: 1179868
Loan ID Number:
Commitment Number: A-25-1178
Issuing Office File Number: A-25-1178
Property Address: 2064 & 2070 County Road 12 South, Alamosa, CO 81101
Revision Number:

1. **Commitment Date:** November 30, 2025 at 8:00 AM

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA Owner's Policy	
Proposed Insured: Blue Allen and Jeannie Allen	\$100,000.00

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:**
D. Wayne Cody and Sandra A. Cody

5. **The Land is described as follows:**
See Exhibit "A" Attached Hereto.

ALLPINE TITLE, INC.



Authorized Countersignature

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File No.: A-25-1178
ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

		Premium
(a) 2021 ALTA Owner's Policy		\$645.00
	Total Premium:	\$645.00
	Tax Certificate	

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: A-25-1178

LEGAL DESCRIPTION to be updated upon receipt of recorded plat.

Lot 4 in Section 4, Township 36 North, Range 9 East of the N.M.P.M., County of Alamosa, State of Colorado

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: A-25-1178

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. Release of the Deed of Trust to the Public Trustee of the county in which the property is located, from D. Wayne Cody and Sandra A. Cody for the benefit of RG Bank, a Savings and Loan Association to secure an indebtedness in the principal sum of \$1,499,333.40 and any other amounts and/or obligations secured thereby, dated May 12, 2025 and recorded on May 16, 2025, at Reception No. 394855.
6. A Satisfactory Plat must be furnished to the Company. Exception will be taken to adverse matters disclosed thereby.
7. The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A, the fee simple estate or interest in the land described or referred to herein.

Note: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: A-25-1178

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
6. Any and all unpaid taxes, assessments and unredeemed tax sales. Note: This exception will be modified in the final policy to reflect only those taxes and assessments that are a lien, but not yet due and payable.

NOTE: The property insured hereunder may be subject to inclusion in special taxing districts. Please contact the local taxing authority for further information.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in Patent of record, dated January 17, 1890, Serial No. COCOAA 035619.
9. Right of Way granted to The Conejos Drainage & Irrigation Company by instrument recorded January 26, 1923 at Reception No. 19627 in Book 38 at Page 403 & 404.

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



10. Those Items contained in Petition for the Formation of a Drainage District recorded in Book 19 at Page 491.
11. Quit Claim Deed to The Commonwealth Irrigation Company recorded September 13, 1955 at Reception No. 118649.
12. Those items contained in Contract with The Waverly Drainage District No. 1 recorded June 17, 1959 at Reception No. 131009.
13. A non-exclusive Easement for ingress and egress as granted and set forth in instrument recorded August 25, 2006 at Reception No. 327743.
14. Those items indicated on Wayne Cody Mortgage Survey by Luchetti Land Surveying, Inc., dated January 15, 2009, Project No. 2009-01A.
15. Those Items contained In resolution 2017·SUP-2 (Special Use Permit) recorded May 18, 2017 at Reception No. 366247.
16. Subject to terms and conditions set forth in Cash Farm Leases recorded June 5, 2025 at Reception Nos. 395038 and 395039 in the [official records](#) .
17. ***To be updated upon receipt of recorded plat.***
Those items as shown on plat recorded {recording_info_1}, including but not limited to all plat notes, easements, rights-of-way and encroachments.

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF ALAMOSA COUNTY

RESOLUTION NO: 2022-SUP-10

RE: APPLICATION OF JOSHUA CODY ON BEHALF OF COLORADO FARM BREWERY, LLC AND COLORADO MALTING COMPANY, LLC TO AMEND SPECIAL USE PERMIT 2017-SUP-2 LOCATED ON PROPERTY IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE N.M.P.M. LOCATED IN THE COUNTY OF ALAMOSA, STATE OF COLORADO.

Commissioner Laske moved for the adoption of the following resolution. Commissioner Heersink seconded the motion.

WHEREAS, Joshua Cody of Colorado Farm Brewery, LLC and Colorado Malting Company, LLC has submitted an application to amend Special Use Permit 2017-SUP-2 regarding certain agritourism activities on the following property:

The NW ¼ of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado, parcel no. 555904200117

said property being zoned Rural (RU); and

WHEREAS, The initial special use permit approved certain agritourism activities, but did not include specific activities such as overnight parking, live music, food trucks, and other outdoor seating events; and

WHEREAS, The operations of the applicant have grown to include such events, and the applicant now desires to amend its application; and

WHEREAS, A public hearing was held before the Alamosa County Planning Commission on October 12, 2022, following proper notice to the public and the Planning Commission recommended approval of the application with certain conditions; and

WHEREAS, A public hearing was held on November 16, 2022, before the Board of County Commissioners of Alamosa County, following proper notice to the public and no one spoke against the application; and

WHEREAS, Proper notice was provided as required by law; and

WHEREAS, The Board of County Commissioners has considered the application, and the evidence presented, including testimony by the applicant and witnesses, and exhibits entered into the record and finds that the application meets all the requirements of the Alamosa County Land Use and Development Code pertaining thereto; and

WHEREAS, The proposed application is consistent with the objectives and purposes of the Alamosa County Land Use and Development Code; and

WHEREAS, The Board of County Commissioners hereby adopts and makes the findings set forth in the staff report except as amended herein.

NOW, THEREFORE, BE IT RESOLVED that the special use permit 2017-SUP-2 is hereby amended by this Resolution, and the application to allow for expanded activities of agritourism on the above-mentioned property is hereby **GRANTED** as a special use pursuant to the Alamosa County Land Use and Development Code under Article 8, Section 8.8 subject to the following conditions:

1. Live bands and similar entertainment performances shall be permitted until 10pm so long as noise levels are consistent with CRS § 25-12-103 and are not otherwise a nuisance as determined by the county.
2. Food trucks and other food service operations shall be allowed provided they meet the state and county rules and regulations of the Retail Food Establishment (RFE) program.
3. Alcohol service, sales, and on-site consumption shall be allowed and shall meet all licensing requirements and regulations of the county and state.
4. Harvest Hosts, overnight camping, or similar temporary occupancy shall not be allowed unless the Applicant obtains a Temporary Use / Special Event Permit or Special Use Permit consistent with LUDC regulations, specifically those regarding Campgrounds/RV parks and Temporary Uses.
5. The Applicant shall obtain all required permits from Alamosa County or the State of Colorado for building, electrical and plumbing work.
6. Additional outdoor seating or indoor structures that increase public capacity shall only be permitted or constructed concurrent with a new OWTS or expansion of the existing OWTS.
7. Port-o-lets or other temporary chemical toilets shall be removed and shall only be allowed in the future for short-term use as part of a Temporary Use/ Special Event Permit issued by the county.
8. Applicant shall maintain a legal water supply at all times or the Special Use Permit will be voided by the County.

Roll call vote resulting in unanimous approval.

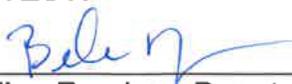
DONE THIS 16TH DAY OF NOVEMBER, 2022.



BOARD OF COUNTY COMMISSIONERS OF
ALAMOSA COUNTY

By 
Michael Yohn, Chairman

ATTEST:


Belina Ramirez, Deputy Clerk of the Board

THE COLORADO FARM BREWERY MINOR SUBDIVISION

LOCATED WITHIN LOT 4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of that real property situated in Alamosa County, Colorado, lying within the exterior boundaries of THE COLORADO FARM BREWERY MINOR SUBDIVISION, located within Lot 4 of the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, New Mexico Principal Meridian, Alamosa County, Colorado.

FURTHER THAT the undersigned has caused said real property to be laid out and surveyed as THE COLORADO FARM BREWERY MINOR SUBDIVISION according to Article VI, Paragraph 6.1 of the Alamosa County Subdivision Regulations, and do hereby set apart the following:

- Any and all existing easements including, but not limited to those shown on the accompanying plat.
- Rights-of-Way for the existing County Roads as shown on the accompanying plat.

SIGNED: _____ SIGNED: _____
 D. Wayne Cody Sandra A. Cody

STATE OF COLORADO }
 COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this ____ day of _____, 202_, by D. Wayne Cody and Sandra A. Cody. Witness my hand and seal.

My Commission expires _____

SIGNED: _____
 Notary Public

Address: _____

PLANNING COMMISSION CERTIFICATE

APPROVED, this ____ day of _____, 202_, County Planning Commission, Alamosa County Colorado.

SIGNED: _____
 Chairman

COMMISSIONERS' CERTIFICATE

APPROVED, this ____ day of _____, 202_, Board of Commissioners, Alamosa County, Colorado. This approval does not guarantee that the size or soil conditions on any lot hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the County of Alamosa, AND FURTHER that this approval does not in any way guarantee or indicate that either water or well permits or subsurface sewage disposal permits are available for any of the tracts shown hereon. The roads, as shown on the Plat, dedicated to the public use, are accepted by the County of Alamosa on this ____ day of _____, 202_.

ATTEST: _____ SIGNED: _____
 Clerk of Board Chairman

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
 COUNTY OF ALAMOSA }

I hereby certify that this instrument was filed in my office at ____ o'clock, ____ m., this ____ day of _____, 202_, and is duly recorded under Reception No. _____, and is Filed in Plat Cabinet _____ at Map No. _____.

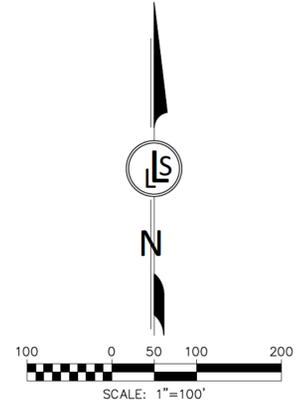
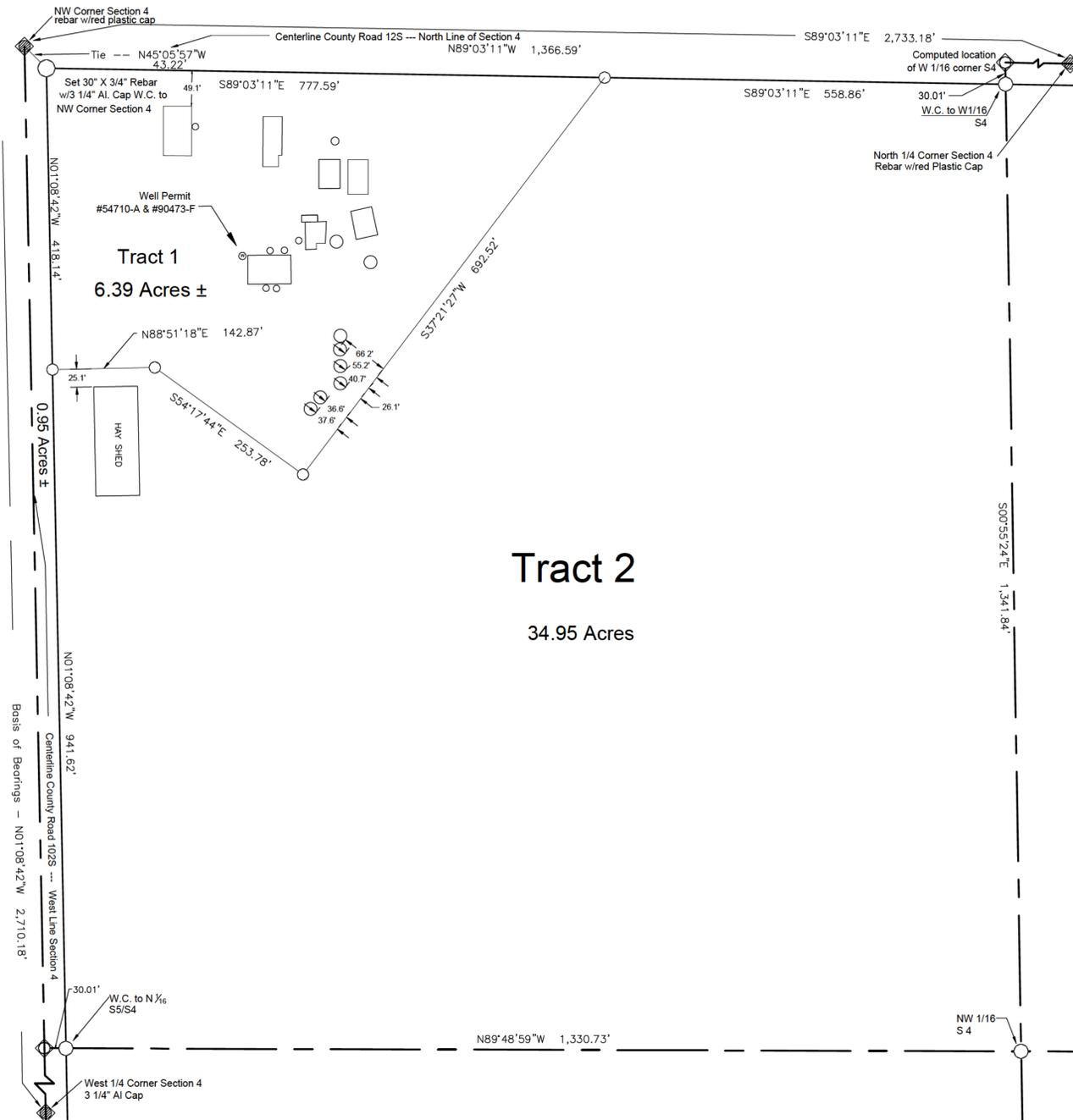
SIGNED: _____
 Recorder

Surveyor's Certificate

I, Mark S. Luchetti, being a duly registered Land Surveyor in the State of Colorado, do hereby certify that this Plat of Survey was prepared from the field notes of an actual survey performed by me, or under my direct supervision, and is true and correct to the best of my knowledge and belief.

Mark S. Luchetti CO PLS 18468

Date _____



BEARINGS as shown hereon were determined from GPS observations. All Bearings depicted hereon are referenced to the West Line of Section 4, monumented as shown.

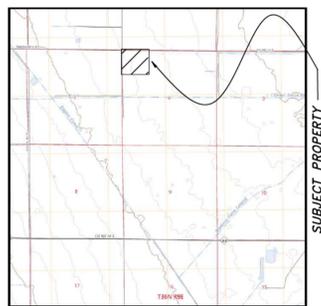
LEGEND

- Found Section or Quarter Corner as indicated
- Computed Position of 1/16th Corner as indicated
- Set 30"x3/4" Rebar with 3 3/4" Aluminum Cap Marked CO PLS 18468 for Reference Corner
- Set 30"x3/4" Rebar with 2" Aluminum Cap Marked CO PLS 18468 for 1/16th Section Corner or Witness Corner as indicated.
- Set 24"x5/8" Rebar with 1 1/2" Aluminum Cap Marked CO PLS 18468
- Section or Aliquot Section Line
- Property Boundary Line
- Interior Tract Line

ACREAGE TABULATION

TRACT 1	6.39 Acres±
TRACT 2	34.95 Acres±
COUNTY ROAD 102S	0.95 Acres±
TOTAL ACREAGE	42.29 Acres±

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discovered 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.



LUCHETTI LAND SURVEYING, INC.
 PROFESSIONAL LAND SURVEYORS
 8591 HWY. 285 SO.
 ALAMOSA, COLORADO 81101
 (719) 589-3275

THE COLORADO FARM BREWERY MINOR SUBDIVISION
 LOCATED WITHIN LOT 4 OF THE NW 1/4 OF SECTION 4, T.36N., R.9E., N.M.P.M.

ALAMOSA COUNTY COLORADO
 DRAWN BY: MSL PROJECT NO.: 2025 - 10A DATE: NOVEMBER 2025