

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 20, 2017 at 7:30 am**
 2. Policy or Policies to be issued:
 - A. ALTA 2006 OWNER'S POLICY \$
Proposed Insured: **TBD**
 - B. ALTA 2006 LOAN POLICY \$
Proposed Insured:
- | | |
|---------------------------------------|-----------|
| <u>To Be Determin. Search Fee End</u> | \$ 250.00 |
| Total: | \$ 250.00 |
3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Amber Albertson and Timothy Albertson, David Strine
 4. The land referred to in the Commitment is situated in the county of **El Paso**, State of **Colorado** and is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **8650 Bremmer Rose Point, Calhan, CO 80808**

Countersigned
Unified Title Company, LLC

By: 

Alicia Simon

EXHIBIT "A"

A Tract of Land being a portion of the Southwest Quarter of Section 36, Township 12 South, Range 63 West, 6th P.M., El Paso County, State of Colorado, more particularly described as follows:

Beginning at the South quarter corner of said Section 36, said point being the Point of Beginning of a tract of land described herein; thence North 89°45'04" West coincident with the South line of the Southwest quarter, a distance of 1323.34 feet; thence North 00°50'31" East, a distance of 1181.45 feet; thence South 89°09'29" East, a distance of 1322.70 feet; the following (2) courses are coincident with the Northsouth centerline of said Section 36; (1) thence South 00°48'51" West, a distance of 280.78 feet; (2) thence continue Southerly along said line, a distance of 886.97 feet to the Point of Beginning.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **May 20, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed of Trust of the County of El Paso from Timothy Albertson, Amber Albertson, David Strine, for the use of Judge Orr Properties, LLC, to secure \$27,500.00 dated May 20, 0206 recorded May 24, 2013 at Reception No. 216055409.**
- (f) **The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:**

Deed recorded July 31, 3014 as Reception No. 214068807.

Deed recorded May 24, 2016 as Reception No. 216055408.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.
- (g) **Any assessment or lien of Peyton Fire Protection District by Order and Decree Creating District as disclosed by the instrument recorded November 17, 1988 in Book 5577 at Page 1492.**
- (h) **Grant of Right of Way recorded October 16, 2002 at Reception No. 202178362.**
- (i) **Terms, conditions, provisions and obligations of Resolution No. 04-406, recorded November 16, 2004 at Reception No. 204188860.**

- (j) Terms, conditions, provisions and obligations of Resolution No. 04-407, recorded November 16, 2004 at Reception No. 204188861.
- (k) Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155934.
- (l) Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155935.
- (m) Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155936.
- (n) Grant of Right of Way recorded April 11, 2007 at Reception No. 207048649.
- (o) Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145554.
- (p) Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145555.
- (q) Oil and Gas Lease No. 1260.10, recorded February 7, 2011, at Reception No. 211013731. Assignment in connection therewith recorded October 28, 2011 at Reception No. 211106272. Assignment in connection therewith recorded August 27, 2013 at Reception No. 213109794.
- (r) Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 13, 2012 at Reception No. 212079680.
- (s) Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030139.
- (t) Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030140.
- (u) Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 31, 2014 at Reception No. 214068808.
- (v) Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 09-136 recorded March 13, 2014 at Reception No. 214020779.
- (w) Matters as set forth on the Land Survey Plat, by Alessi and Associates, Joseph Alessi, PLS #30130, Job No. 151156, dated June 1, 2015 recorded December 28, 2015 at Reception No. 215900223.
- (x) Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies

File No: 50700UTC

ALTA Commitment - Schedule B - Section II

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages

Page 5

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **May 20, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 15, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

\$

Proposed Insured: **Brad N. Jensen Jr. and Cynthia Ann Jensen**

B. ALTA 2006 LOAN POLICY

\$

Proposed Insured:

Working Commitment Search End

\$ 250.00

Total:

\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Brad N. Jensen, Jr. and Cynthia Ann Jensen

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **8750 Bremmer Rose Point, Calhan, CO 80808**

Countersigned
Unified Title Company, LLC

By:



Jana Hare

EXHIBIT "A"

A Tract of land being a portion of the West Half of Section 36, Township 12 South, Range 63 West, of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the SW corner of said Section 36; thence N 00°54'39" E, coincident with the West line of said SW 1/4, a distance of 1,194.83 feet; thence S 89° 09' 29" E, a distance of 1,291.10 feet to the Point of Beginning of a Tract of land described herein; thence N 00° 50' 31" E, a distance of 1,569.44 feet; thence S 89° 17' 10" E, a distance of 835.16 feet; thence S 00° 34' 59" W, a distance of 1,119.79 feet; thence S 89° 25' 01" E, a distance of 482.27 feet; thence S 00° 48' 51" W, coincident with the North-South centerline of said Section 36, a distance of 453.72 feet; thence N 89° 09' 29" W, a distance of 1,322.70 feet to the Point of Beginning.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **May 15, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

FOR INFORMATIONAL PURPOSES ONLY:

**Warranty Deed recorded August 29, 2016 as Reception No. 216097523.
Deed of Trust recorded August 29, 2016 as Reception No. 216097524.**

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **May 15, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**
10. **Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Brackett Creek.**

ALTA Commitment - Schedule B - Section II

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages

11. Any assessment or lien of Peyton Fire Protection District by Order and Decree Creating District as disclosed by the instrument recorded November 17, 1988 in Book 5577 at Page 1492.
12. Grant of Right of Way recorded October 16, 2002 at Reception No. 202178362.
13. Terms, conditions, provisions and obligations of Resolution No. 04-406, recorded November 16, 2004 at Reception No. 204188860.
14. Terms, conditions, provisions and obligations of Resolution No. 04-407, recorded November 16, 2004 at Reception No. 204188861.
15. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155934.
16. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155935.
17. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155936.
18. Grant of Right of Way recorded April 11, 2007 at Reception No. 207048649.
19. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145554.
20. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145555.
21. Oil and Gas Lease No. 1260.10, recorded February 7, 2011, at Reception No. 211013731. Assignment in connection therewith recorded October 28, 2011 at Reception No. 211106272. Assignment in connection therewith recorded August 27, 2013 at Reception No. 213109794.
22. Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 13, 2012 at Reception No. 212079680.
23. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030139.
24. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030140.
25. Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 31, 2014 at Reception No. 214068808.
26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 09-136 recorded March 13, 2014 at Reception No. 214020779.

27. **Matters as set forth on the Land Survey Plat, by Alessi and Associates, Joseph Alessi, PLS #30130, Job No. 151156, dated June 1, 2015 recorded December 28, 2015 at Reception No. 215900223.**
28. **Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Unified Title Company, LLC
 As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 16, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **Clyde Trees**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<u>Working Commitment Search End</u>	<u>\$ 250.00</u>
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Clyde Trees

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

A tract of land being a portion of the West half of Section 36, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Beginning at the W 1/4 corner of said Section 36, said point being the POINT OF BEGINNING of a tract of land described herein; thence N.00°54'17"E. coincident with the West line of the NW 1/4 of said Section 36, a distance of 663.88 feet; thence S.89°09'23"E., a distance of 2,611.94 feet; thence S.00°46'58"W. coincident with the North-South centerline of said Section 36, a distance of 552.24 feet; thence N89°17'07"W., a distance of 488.73 feet; thence N.89°17'10"W., a distance of 835.16 feet; thence N.89°17'03"W., a distance of 528.65 feet; thence N.20°44'01"W., a distance of 32.68 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.20°44'01"E., a radial distance of 270.00 feet; thence southwesterly along the arc, through a central angle of 06°10'35", a distance of 29.11 feet; thence S.63°05'24"W., a distance of 286.99 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.26°54'39"W., a radial distance of 330.00 feet; thence westerly along the arc, through a central angle of 27°49'08"W., a distance of 160.23 feet; thence N.89°05'31"W., a distance of 254.27 feet; thence N.89°05'28"W., a

File No: 50659UTC

distance of 60.00 feet; thence N.00°54'39"E. coincident with the West line of the SW 1/4 of said Section 36, a distance of 45.51 feet to the POINT OF BEGINNING, Also known as Tract 1 of the Land Survey Plat recorded December 28, 2015 at Reception No. 215900223, County of El Paso, State of Colorado.

For Informational Purposes Only: 9055 McClelland Road, Calhan, CO 80808

Countersigned
Unified Title Company, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **May 16, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

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Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **May 16, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**
10. **Grant of Right of Way recorded October 16, 2002 at Reception No. 202178362.**
11. **Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order**

ALTA Commitment - Schedule B - Section II

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages

recorded November 13, 2007 at Reception No. 207145554.

12. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145555.
13. Oil and Gas Lease No. 1260.10, recorded February 7, 2001, at Reception No. 211013731.
14. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030139.
15. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030140.
16. Easements, notes, notices and/or restrictions as set forth on the Land Survey Plat recorded December 28, 2015 at Reception No. 215900223.
17. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Brackett Creek.
18. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

Warranty Deed recorded July 31, 2014 at Reception No. 214068812.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Chuck Broerman
05/24/2017 04:22:40 PM
Doc \$0.00 4
Rec \$28.00 Pages

El Paso County, CO



217060048

WHEN RECORDED RETURN TO:
Lisa Jane Clark
8755 McClelland Road
Calhan, CO 80808

QUITCLAIM DEED

THIS DEED, made this 24th day of May, 2017 between Lisa Jane Clark aka Lisa Jane Miller ("Grantor"), of the County of El Paso and State of Colorado and Lisa Jane Clark ("Grantee") whose legal address is 8755 McClelland Road Calhan, CO 80808;

WITNESS, that the Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns forever, as ** N/A, all of the right, title interest, claim and demand that the Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

See Attached Page

Also Known As: 8755 McClelland Road Calhan, CO 80808

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim, whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit and behalf of the Grantee, and the Grantee's heirs and assigns forever.

EXECUTED AND DELIVERED on the date set forth above.

Lisa Jane Clark
Lisa Jane Clark

Lisa Jane Miller
Lisa Jane Miller

STATE OF: Colorado
COUNTY OF: El Paso } ss.

The foregoing instrument was acknowledged before me on 5/24/17 by Lisa Jane Clark also known as Lisa Jane Miller

Witness my hand and official seal.
My commission expires: 11/10/20

Ju Gimbott
Notary Public
Ju Gimbott

JULIA M JARRATT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164043035
MY COMMISSION EXPIRES 11/10/20

JULIA M JARRATT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164043035
MY COMMISSION EXPIRES 11/10/20

** If tenancy is unspecified, the legal presumption shall be tenancy in common (C.R.S. 38-31-101).

Exhibit "A"

Exhibit ~~33~~ "A"

Legal Description:

A parcel of land being a portion of the West Half of Section 36, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 36; thence S00°54'39"W. coincident with the West line of the SW1/4 of Section 36, a distance of 45.51 feet to the POINT OF BEGINNING of a parcel of land described herein; thence S.89°05'31"E., a distance of 314.27 feet to a point of curve to the left having a radius of 330.00 feet and a central angle of 27°49'08"; thence Easterly along the arc a distance of 160.23 feet; thence N.63°05'24"E., a distance of 286.99 feet to a point of curve to the right having a radius of 270.00 feet and a central angle of 06°10'35"; thence Northeasterly along the arc a distance of 29.11 feet; thence S.20°44'01"E., a distance of 32.68 feet; thence S.89°17'03"E., a distance of 528.65 feet; thence S.00°50'31"W., a distance of 1,569.44 feet; thence N.89°09'29"W., a distance of 1,291.10 feet; thence N.00°54'39"E. coincident with the West line of the SW1/4, a distance of 1,415.29 feet to the POINT OF BEGINNING.

Containing 1,942,289.24 square feet or 44.5888 acres, more or less.



PURPORTED STREET ADDRESS

8755 McClelland Road
Calhan, CO 80808-9122

DATE: 05-23-2017
CLIENT: Clark, Liss Jane
JOB NUMBER: 171333

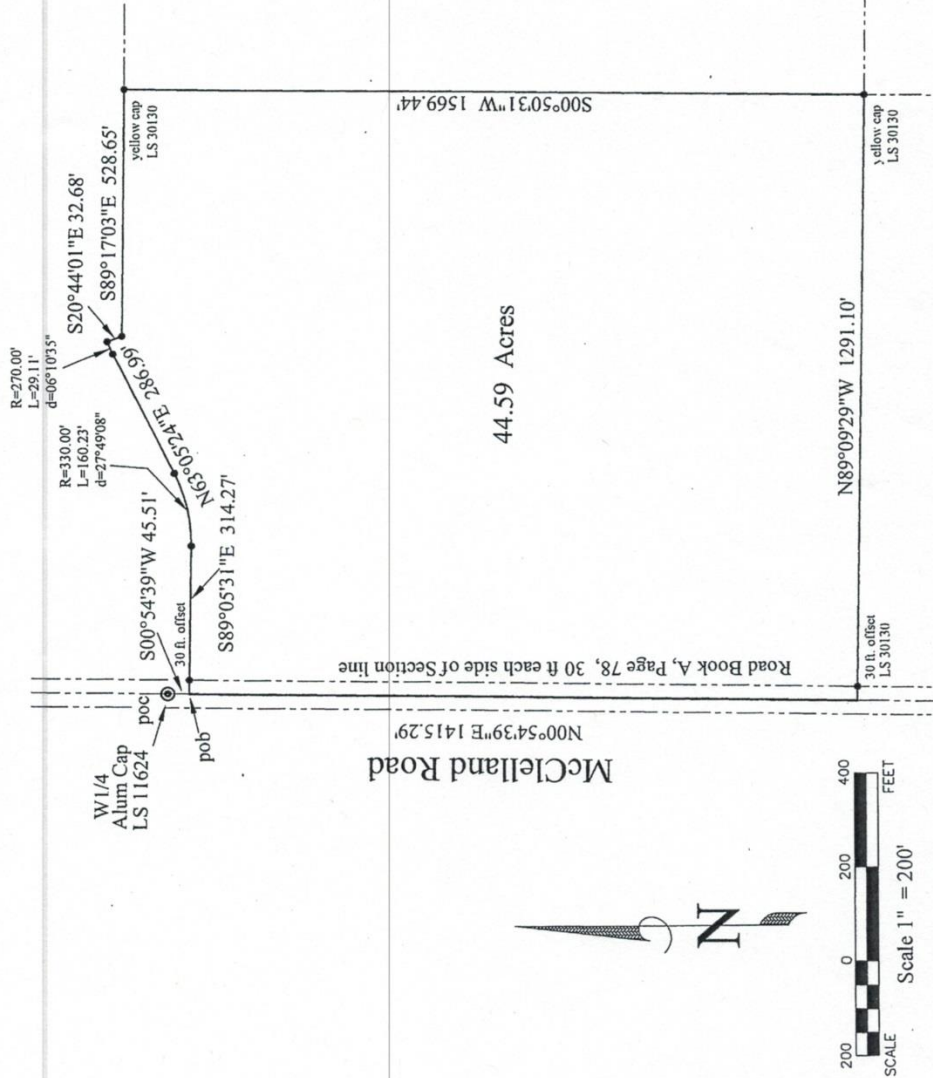
Exhibit A

Legal Description:

A parcel of land being a portion of the West Half of Section 36, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 36; thence S00°54'39"W, coincident with the West line of the SW1/4 of Section 36, a distance of 45.51 feet to the POINT OF BEGINNING of a parcel of land described herein; thence S.89°05'31"E., a distance of 314.27 feet to a point of curve to the left having a radius of 330.00 feet and a central angle of 27°49'08"; thence Easterly along the arc a distance of 160.23 feet; thence N.63°05'24"E., a distance of 286.59 feet to a point of curve to the right having a radius of 270.00 feet and a central angle of 06°10'35"; thence Northeasterly along the arc a distance of 29.11 feet; thence S.20°44'01"E., a distance of 32.68 feet; thence S.89°17'03"E., a distance of 528.65 feet; thence S.00°50'31"W., a distance of 1,569.44 feet; thence N.89°09'29"W., a distance of 1,291.10 feet; thence N.00°54'39"E, coincident with the West line of the SW1/4, a distance of 1,415.29 feet to the POINT OF BEGINNING.

Containing 1,942,289.24 square feet or 44.5888 acres, more or less.



UNREPORTED STREET ADDRESS
8755 McClelland Road
 Celina, CO 80808-9122
 DATE: 05-23-2017
 CLIENT: Clark, Lisa Jane
 JOB NUMBER: 17130

PREPARED BY:

ALESSI and Associates, Inc.
 APPRAISERS • ENGINEERS • SURVEYORS
 2989 Broadmoor Valley Road
 Colorado Springs, CO 80906
 Tele: 719-540-8832
 Fax: 719-540-2781

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 16, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **Michael Dale Hoops Jr. and Shannon Kathleen Hoops**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<u>Working Commitment Search End</u>	<u>\$ 250.00</u>
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Michael Dale Hoops Jr. and Shannon Kathleen Hoops

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Unknown** and is described as follows:

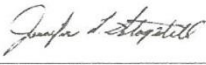
A Tract of Land being a portion of the Southwest Quarter of Section 36, Township 12 South, Range 63 West , of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Section 36, said point being the POINT OF BEGINNING of a Tract of land described herein; thence N.00°54'39" E., coincident with the West line of the Southwest 1/4 of said Section 36, a distance of 1,194.83 feet; thence S.89° 09' 29" E., a distance of 1,291.00 feet; thence S.00° 50' 31" W., a distance of 1,181.45 feet; thence N.89° 45' 04" W., coincident with the South line of said Southwest 1/4, a distance of 1, 292.61 feet to the POINT OF BEGINNING, Also known as Tract 3 of the Land Survey Plat recorded December 28, 2015 at Reception No. 215900223, County of El Paso, State of Colorado.

For Informational Purposes Only: **TBD, ,**

File No: 50660UTC

Countersigned
Unified Title Company, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **May 16, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **May 16, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**
10. **Any assessment or lien of Peyton Fire Protection District by Order and Decree Creating District as disclosed by the instrument recorded November 17, 1988 in Book 5577 at Page 1492.**

ALTA Commitment - Schedule B - Section II

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages

11. Grant of Right of Way recorded October 16, 2002 at Reception No. 202178362.
12. Terms, conditions, provisions and obligations of Resolution No. 04-406, recorded November 16, 2004 at Reception No. 204188860.
13. Terms, conditions, provisions and obligations of Resolution No. 04-407, recorded November 16, 2004 at Reception No. 204188861.
14. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155934.
15. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155935.
16. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded October 23, 2006 at Reception No. 206155936.
17. Grant of Right of Way recorded April 11, 2007 at Reception No. 207048649.
18. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145554.
19. Terms, conditions, provisions and obligations of Colorado Ground Water Commission Findings and Order recorded November 13, 2007 at Reception No. 207145555.
20. Oil and Gas Lease No. 1260.10, recorded February 7, 2011, at Reception No. 211013731. Assignment in connection therewith recorded October 28, 2011 at Reception No. 211106272. Assignment in connection therewith recorded August 27, 2013 at Reception No. 213109794.
21. Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 13, 2012 at Reception No. 212079680.
22. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030139.
23. Terms, reservations, agreements, provisions, conditions and obligations as contained in Deed recorded April 11, 2014 at Reception No. 214030140.
24. Terms, reservations, agreements, provisions, conditions and obligations as contained in Quitclaim Deed recorded July 31, 2014 at Reception No. 214068808.
25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 09-136 recorded March 13, 2014 at Reception No. 214020779.
26. Matters as set forth on the Land Survey Plat, by Alessi and Associates, Joseph Alessi, PLS #30130, Job No. 151156, dated June 1, 2015 recorded December 28, 2015 at Reception No. 215900223.
27. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such

leases or tenancies.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



Public Record Sale Information

Schedule No: 3200000719
 Reception: 217053834
 Sale Amount: \$ 229396
 Code: Good sale: verified
 Grantor: CMH HOMES INC
 Amt. Financed: \$ 225240
 Financing: New 0%
 Points: 0 by:
 Balloon:
 Installment Contract:
 PP/Good Will: \$ 0
 Interest: 100%
 Related Parties: N

Book:
 Date: 05/10/2017
 Verified: Yes
 Grantee: FARLIN JARRAD NELSON
 Down Pmt: \$ 0
 Term: 0 yr 0 mo
 Condition: New
 Amount: \$ 0
 Date: 0
 Trade/Exch: \$ 0
 Finance Fee: \$ 0
 Land Inspection:
 Due: 0

Page:
 Doc Fee: \$22.94
 Deed Type: WARRANTY DEED



Assessor:
Steve Schletter
 Location:
 1675 W. Garden of the Gods Rd
 Suite 2300
 Colorado Springs, CO 80907

Telephone:
 (719) 520-6600
 Fax Number:
 (719) 520-6635

Hours:
 8:00 AM - 5:00 PM
 Monday - Friday
 Offices closed:
 Saturday - Sunday, weekly

Send any concerns or comments
 to:
assweb@elpasoco.com

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **May 16, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **Judge Orr Properties, LLC, a Colorado limited liability company**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<u>Working Commitment Search End</u>	<u>\$ 250.00</u>
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Judge Orr Properties, LLC, a Colorado limited liability company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **Bremmer Rose Point, Calhan, CO**

Countersigned
Unified Title Company, LLC

By: 

J. Stogsdill

EXHIBIT "A"

Parcel A:

A tract of land being a portion of the Southeast Quarter of Section 36, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:
Commencing at the Southeast corner of said Section 36; thence N.00°49'31"E. coincident with the East line of the SE 1/4 of said Section 36, a distance of 860.57 feet to the POINT OF BEGINNING of a tract of land described herein; thence N.89°10'29"W., a distance of 2,615.96 feet; the following (2) courses are coincident with the Northsouth centerline of said Section 36; (1) thence N.00°48'51"E., a distance of 280.7 feet; (2) thence continue northerly along said line, a distance of 453.72 feet; thence S.89°09'29"E., a distance of 1,308.67 feet; thence S.00°49'33"W., a distance of 296.31 feet; thence S.89°31'08"E., a distance of 1,307.46 feet; thence S.00°49'30"W. coincident with the East line of the SE 1/4 of said Section 36, a distance of 445.66 feet to the POINT OF BEGINNING, Also known as Tract 7 of the Land Survey Plat recorded December 28, 2015 at Reception No. 215900223, County of El Paso, State of Colorado.

AND

Parcel B:

A tract of land being a portion of the Southeast Quarter of Section 36, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:
Beginning at the Southeast corner of said Section 36, said point being the POINT OF BEGINNING of a tract of land described herein; thence N.89°45'11"W. coincident with the South line of said SE 1/4, a distance of 2,615.93 feet; thence N.00°48'51"E. coincident with the Northsouth centerline of said Section 36, a distance of 886.97 feet; thence S.89°10'29"E., a distance of 2,615.96 feet; thence S.00°49'31"W. coincident with the East line of said SE 1/4, a distance of 860.57 feet to the POINT OF BEGINNING, Also known as Tract 8 of the Land Survey Plat recorded December 28, 2015 at Reception No. 215900223, County of El Paso, State of Colorado.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **May 16, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

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4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
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