



## LAND TITLE GUARANTEE COMPANY

Date: June 06, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at VENETUCCI BLVD, Colorado Springs, CO 80906.

If you have any inquiries or require further assistance, please contact ROBERT HAYES at (303) 850-4136 or [rohayes@ltgc.com](mailto:rohayes@ltgc.com)

**Chain of Title Documents:**

[El Paso county recorded 09/08/2017 under reception no. 217108728](#)

[El Paso county recorded 09/08/2017 under reception no. 217108663](#)

[El Paso county recorded 09/23/2016 under reception no. 216108936](#)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records": those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim

which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

#### **6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

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 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-850-4168



President



Old Republic National Title Insurance Company, a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111



Mark Bilbrey  
President



Rande Yeager  
Secretary

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** RND55077289

**Policy No.:** PIB55077289.1280952

**Liability:** \$50,000.00

**Fee:** \$500.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

MICHAEL E. WINTERFELD

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

May 31, 2019 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

MICHAEL E. WINTERFELD

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder :**

A Fee Simple

**3. The Land referred to in this Binder is described as follows:**

A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 33, IN TOWNSHIP 14 SOUTH, RANGE 66 WEST AND THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 4, IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N 00 DEGREES 18 MINUTES 24 SECONDS W (A BEARING BASED ON TRUE NORTH DETERMINED BY POLARIS OBSERVATION AND RELATIVE TO A PREVIOUS SURVEY OF THE MYRON STRATTON HOME BOUNDARY AND TO OTHER BEARINGS HEREIN) ALONG THE WEST LINE OF SECTION 33, A DISTANCE OF 779.22 FEET; THENCE N 81 DEGREES 11 MINUTES 45 SECONDS E, A DISTANCE OF 0.38 FEET TO THE NORTHWESTERLY CORNER OF STRATMOOR HILLS ADDITION NO. 2 RECORDED IN PLAT BOOK "Z" AT PAGE 12 UNDER RECEPTION NO. 37468 OF THE RECORDS OF SAID EL PASO COUNTY BEING THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREBY; (1) THENCE N 00 DEGREES 20 MINUTES 03 SECONDS W ALONG THE EAST LINE OF SUBDIVISION OF TRACT B, ABRAHAMSON'S STRATMOOR HILLS, RECORDED IN PLAT BOOK "Z" AT PAGE 38 UNDER RECEPTION NO. 62326 OF THE RECORDS OF SAID EL PASO COUNTY, A DISTANCE OF 541.35 FEET TO THE NORTHEAST CORNER THEREOF; (2) THENCE N 00 DEGREES 18 MINUTES 24 SECONDS W ALONG SAID WEST LINE OF SECTION 33, A DISTANCE OF 168.96 FEET TO INTERSECT THE

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SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 85-87 DESCRIBED IN BOOK 602 AT PAGE 553 AND IN IN BOOK 2296 AT PAGES 171 AND 172 OF THE RECORDS OF SAID EL PASO COUNTY; (3) THENCE S 54 DEGREES 06 MINUTES 56 SECONDS E ALONG SAID LINE, A DISTANCE OF 287.94 FEET; (4) THENCE S 54 DEGREES 13 MINUTES 38 SECONDS E ALONG SAID LINE, A DISTANCE OF 1088.87 FEET; (5) THENCE S 42 DEGREES 21 MINUTES 03 SECONDS E ALONG SAID LINE, A DISTANCE OF 45.67 FEET TO THE CENTER LINE OF THE PAVEMENT OF A ROAD; (6) THE FOLLOWING SEVEN (7) COURSES ARE ALONG SAID CENTER LINE OF PAVEMENT; (7) THENCE S 25 DEGREES 20 MINUTES 39 SECONDS W, A DISTANCE OF 71.84 FEET TO A POINT OF CURVE; (8) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 78 DEGREES 55 MINUTES 00 SECONDS AND AN ARC LENGTH OF 137.74 FEET TO A POINT OF TANGENCY; (9) THENCE S 53 DEGREES 34 MINUTES 21 SECONDS E, A DISTANCE OF 188.00 FEET OT A POINT OF CURVE; (10) THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 49 DEGREES 58 MINUTES 00 SECONDS AND AN ARC LENGTH OF 87.21 FEET TO A POINT OF TANGENCY; (11) THENCE S 03 DEGREES 36 MINUTES 21 SECONDS E, A DISTANCE OF 191.61 FEET TO A POINT OF CURVE; (12) THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 69 DEGREES 59 MINUTES 43 SECONDS AND AN ARC LENGTH OF 79.41 FEET TO A POINT TANGENCY; (13) THENCE S 66 DEGREES 23 MINUTES 34 SECONDS W, A DISTANCE OF 64.43 FEET TO INTERSECT THE EASTERLY LINE OF STRATMOOR HILLS ADDITION NO. 5, A VACATION AND REPLAT OF LOTS 26, 27 AND 28, BLOCK 1, REFILEING OF STRATMOOR HILLS ADDITION NO. 3, RECORDED IN PLAT BOOK E-3 AT PAGE 38 UNDER RECEPTION NO. 345941 OF THE RECORDS OF SAID EL PASO COUNTY; (14) THENCE N 02 DEGREES 36 MINUTES 54 SECONDS E ALONG SAID SUBDIVISION, A DISTANCE OF 174.52 FEET; (15) THENCE N 32 DEGREES 50 MINUTES 41 SECONDS W ALONG SAID SUBDIVISION, A DISTANCE OF 208.12 FEET; (16) THENCE S 34 DEGREES 18 MINUTES 56 SECONDS W ALONG SAID SUBDIVISION, A DISTANCE OF 422.21 FEET TO THE MOST WESTERLY CORNER OF SAID SUBDIVISION, BEING THE NORTH CORNER COMMON TO LOTS 25 AND 26, IN BLOCK 1, IN REFILEING OF STRATMOOR HILLS ADDITION NO. 3 RECORDED IN PLAT BOOK B-2 AT PAGE 14 UNDER RECEPTION NO. 134997 OF THE RECORDS OF SAID EL PASO COUNTY; (17) THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SUBDIVISION BOUNDARY; (18) THENCE S 89 DEGREES 41 MINUTES 36 SECONDS W, A DISTANCE OF 250.00 FEET; (19) S 78 DEGREES 41 MINUTES 36 SECONDS W, A DISTANCE OF 190.00 FEET; (20) THENCE N 02 DEGREES 13 MINUTES 32 SECONDS E, A DISTANCE OF 226.90 FEET, MORE OR LESS, TO INTERSECT SOUTHERLY LINE OF THE AFOREMENTIONED STRATMOOR HILLS ADDITION NO. 2; (21) THE FOLLOWING NINE (9) COURSES ARE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID SUBDIVISION; (22) THENCE S 72 DEGREES 09 MINUTES 54 SECONDS E, A DISTANCE OF 342.76 FEET; (23) THENCE N 31 DEGREES 39 MINUTES 36 SECONDS E, A DISTANCE OF 221.19 FEET; (24) THENCE N 21 DEGREES 19 MINUTES 54 SECONDS W, A DISTANCE OF 199.95 FEET; (25) THENCE N 64 DEGREES 49 MINUTES 54 SECONDS W, A DISTANCE OF 136.09 FEET; (26) THENCE N 67 DEGREES 19 MINUTES 54 SECONDS W, A DISTANCE OF 188.31 FEET; (27) THENCE N 41 DEGREES 49 MINUTES 54 SECONDS W, A DISTANCE OF 176.20 FEET; (28) THENCE N 56 DEGREES 31 MINUTES 32 SECONDS W, A DISTANCE OF 135.98 FEET; (29) THENCE N 82 DEGREES 41 MINUTES 37 SECONDS W, A DISTANCE OF 141.59 FEET; (30) THENCE S 79 DEGREES 40 MINUTES 54 SECONDS W, A DISTANCE OF 183.91 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO EL PASO COUNTY IN DEED RECORDED JANUARY 18, 1979 IN BOOK 3132 AT PAGE [46](#).

**4. The following documents affect the land:**

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RIGHT OF WAY EASEMENT AS GRANTED TO THE TOWN OF FOUNTAIN IN INSTRUMENT RECORDED AUGUST 11, 1925, IN BOOK 692 AT PAGE [286](#).
3. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH

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COMPANY IN INSTRUMENT RECORDED JULY 01, 1958, IN BOOK 1685 AT PAGE [585](#).

4. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 26, 1960, IN BOOK 1826 AT PAGE [134](#).
5. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 04, 1961, IN BOOK 1885 AT PAGE [394](#).
6. INCLUSION OF SUBJECT PROPERTY IN THE STRATMOOR HILLS WATER DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 28, 1971, IN BOOK 2387 AT PAGE [1](#).
7. RIGHT OF WAY EASEMENT AS GRANTED TO STRATMOOR HILLS SANITATION DISTRICT IN INSTRUMENT RECORDED MARCH 17, 1987, IN BOOK 5332 AT PAGE [635](#).
8. TERMS, CONDITIONS, PROVISIONS, AND OBLIGATIONS OF RESOLUTION NO. 16-124 OF THE BOARD OF COUNTY COMMISSIONERS - RECONSIDERATION TO APPROVE AN EXTENSION OF TIME TO RECORD A FINAL PLAT RECORDED APRIL 19, 2016 UNDER RECEPTION NO. [216041023](#).
9. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS SHOWN ON ALTA/ACSM LAND TITLE SURVEY CERTIFIED JANUARY 10, 2011 PREPARED BY DOUGLAS P. REINELT, FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC, JOB #2320.00:  
A: FENCE LINES ALONG PROPERTY PERIMETER ARE NOT COINCIDENT WITH THE SURVEYED BOUNDARY LINE.  
B: RIGHTS OF OTHERS TO THE CONTINUED USE OF THE DIRT ROAD RUNNING THROUGH SUBJECT PROPERTY.

SAID SURVEY IS STORED IN OUR SYSTEM AS IMAGE [16393000](#)

10. SUCH STATE OF FACTS OCCURRING SUBSEQUENT TO JANUARY 10, 2011, DATE OF ALTA/ACSM LAND TITLE SURVEY BY CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC, AS WOULD BE DISCLOSED BY A CURRENT, ACCURATE SURVEY AND INSPECTION OF SUBJECT PREMISES.
11. THE EFFECT OF RESOLUTION NO. 18-279, RECORDED JULY 11, 2018, UNDER RECEPTION NO. [218079586](#).
12. FIRST DEED OF TRUST DATED SEPTEMBER 07, 2017, FROM MICHAEL E. WINTERFELD TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MICHAEL E. WINTERFELD TO SECURE THE SUM OF \$50,000.00 RECORDED SEPTEMBER 08, 2017, UNDER RECEPTION NO. [217108729](#).  
FIRST AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST RECORDED APRIL 30, 2019 UNDER RECEPTION NO. [219045529](#).
13. SECOND DEED OF TRUST DATED SEPTEMBER 07, 2017, FROM MICHAEL E. WINTERFELD TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF TO SECURE THE SUM OF RECORDED SEPTEMBER 08, 2017, UNDER RECEPTION NO. [217108730](#).  
FIRST AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST RECORDED APRIL 30, 2019 UNDER RECEPTION NO. [219045534](#).  
SECOND AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST RECORDED APRIL 30, 2019 UNDER RECEPTION NO. [219045555](#).  
SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED SEPTEMBER 08, 2017, UNDER RECEPTION NO. [217108770](#).



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
719-634-4821

SHAWN O MCKEE  
SHAWN O MCKEE  
802 CHEYENNE BLVD  
None  
COLORADO SPRINGS, CO 80905

## Reference

Your Reference Number:  
Our Order Number: 55077289  
Our Customer Number: 79352  
Invoice Requested by: SHAWN O MCKEE  
Invoice (Process) Date: June 06, 2019  
Transaction Invoiced By: Sarah Nicholls  
Email Address: snicholls@ltgc.com

**Invoice Number: 55077289**

Date: June 06, 2019

Order Number: 55077289

Property Address: VENETUCCI BLVD Colorado Springs 80906

Parties: Michael Winterfeld

## Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$500.00
Total Invoice Amount:	\$500.00
Current Balance Due:	\$500.00

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number 55077289** on your Payment