

**COLORADO ENDORSEMENT 107.11  
CHANGE EFFECTIVE DATE OF POLICY**

Attached to and forming a part of

Policy No. OP-3-6849272

Issued by

**Westcor Land Title Insurance Company**

The effective Date of Policy is hereby changed from **October 17, 2018**, to **July 6, 2019** at 7:30 A.M.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: **July 6, 2019**

By:



**Authorized Officer or Agent**

**EMPIRE TITLE OF WOODLAND PARK**

P.O. Box 9004  
350 North Pine Street  
Woodland Park, CO 80866  
Phone: 719-686-9888 Fax: 719-686-8208

November 12, 2018

Scott Allen Johnson and Jackie Harper  
7795 Severy Avenue  
Cascade, CO 80809

roadaddiction@hotmail.com

PROPERTY ADDRESS: 7795 Severy Avenue, Cascade, CO 80809

ORDER NO: 58177ECS

DEAR CUSTOMER:

ENCLOSED IS YOUR POLICY OF TITLE INSURANCE. THIS POLICY CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED AND IS YOUR GUARANTEE OF OWNERSHIP. PLEASE READ IT CAREFULLY AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS.

A COMPLETE AND PERMANENT FILE OF THE RECORDS CONCERNING YOUR TRANSACTION WILL BE MAINTAINED IN OUR OFFICE. THESE RECORDS WILL ASSURE PROMPT PROCESSING OF FUTURE TITLE ORDERS AND SAVE MUCH VALUABLE TIME SHOULD YOU WISH TO SELL OR OBTAIN A LOAN ON YOUR PROPERTY. VISIT OR CALL OUR OFFICE AND SIMPLY GIVE US YOUR PERSONAL POLICY FILE NUMBER SHOWN ABOVE.

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU AND WILL BE HAPPY TO ASSIST YOU IN ANY WAY WITH YOUR FUTURE TITLE SERVICE NEEDS.

SINCERELY,  
EMPIRE TITLE OF WOODLAND PARK



POLICY NO. OP-3-6849272

**ALTA RESIDENTIAL TITLE INSURANCE POLICY**  
**ONE-TO-FOUR FAMILY RESIDENCES (6-1-87)**

**ISSUED BY**

**WESTCOR LAND TITLE INSURANCE COMPANY**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between you and Westcor Land Title Insurance Company.

It applies only to a one-to-four family residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on page 3

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy--and not this sheet--is the legal document, YOU SHOULD READ THE POLICY VERY CAREFULLY.

If you have any questions about your Policy, contact:

**Westcor Land Title Insurance Company**  
875 Concourse Parkway South, Suite 200, Maitland, FL 32751  
Telephone (866) 629-5842

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: Empire Title of Woodland Park

**WESTCOR LAND TITLE INSURANCE COMPANY**



By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary



## TABLE OF CONTENTS

OWNER'S INFORMATION SHEET	1
COVERED TITLE RISKS	2
COMPANY'S DUTY TO DEFEND AGAINST COURT CASES	2
SCHEDULE A	insert
Policy Number, Date and Amount	
1. Name of Insured	
2. Interest in Land Covered	
3. Description of the Land	
SCHEDULE B-EXCEPTIONS	insert
EXCLUSIONS	2
CONDITIONS	3
1. Definitions	3
2. Continuation of Coverage	3
3. How to Make a Claim	3
4. Our Choices When You Notify Us of a Claim	3
5. Handling a Claim or Court Case	3
6. Limitation of the Company's Liability	3
7. Transfer of Your Rights	3
8. Arbitration	4
9. Our Liability is Limited to This Policy	4

## OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Exceptions in Schedule B
- Conditions on page 3

We insure you against actual loss resulting from:

- any title risks covered by this Policy--up to the Policy Amount and
- any costs, attorneys' fees and expenses we have to pay under this Policy

## COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
  - a mortgage or deed of trust
  - a judgment, tax, or special assessment
  - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make

mortgage loan.

12. You are forced to remove your existing structure--other than a boundary wall or fence--because:
  - it extends on to adjoining land or on to any easement
  - it violates a restriction shown in Schedule B
  - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date--unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date--this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A; or
  - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

## COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

## CONDITIONS

### 1. DEFINITIONS

- a. Easement – the right of someone else to use your land for a special purpose.
- b. Land – the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- d. Public Records – title records that give constructive notice of matters affecting your title – according to the state statutes where your land is located.
- e. Title – the ownership of your interest in the land, as shown in Schedule A.

### 2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title; or
- own a mortgage from anyone who buys your land; or are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

### 3. HOW TO MAKE A CLAIM

#### a. You Must Give The Company Notice Of Your Claim

If anyone claims a right against your insured title, you must notify us promptly in writing. Send the notice to: Westcor Land Title Insurance Company, Attn: Claims Department, 201 N. New York Avenue, Ste. 200, Winter Park, FL 32789. Please include the Policy number shown in Schedule A and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim.

#### b. Proof Of Your Loss Must Be Given To The Company

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss; or
- answer our questions under oath; or
- show us the papers we request, and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

### 4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

### 5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney.

We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

### 6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it. If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
  - the cause of the claim is removed; or
  - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy—except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.



#### 7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

#### 8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

#### 9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

# PLAIN LANGUAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by

***Westcor Land Title Insurance Company***

## SCHEDULE A

Name and Address of Title Insurance Company:

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**2000 S. Colorado Blvd.**  
**#1-3100, Denver, Colorado 80222**

File No.: **58177ECS**

Policy No.: **OP-3-6849272**

Issued with Policy No. **LP-13-6849956**

Address Reference: **7795 Severy Avenue, Cascade, CO 80809**

Amount of Insurance: **\$338,000.00**

Date of Policy: **October 17, 2018** at the exact time of recording.

1. Name of Insured:

**Scott Allen Johnson and Jackie Harper**

2. The estate or interest in the Land that is insured by this policy is:

**Fee Simple**

3. Title is vested in:

**Scott Allen Johnson and Jackie Harper**

4. The Land referred to in this policy is described as follows:

**SEE ATTACHED EXHIBIT "A"**

Countersigned

**Empire Title of Woodland Park**

By: 

**Authorized Officer or Agent**

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*ALTA Plain Language Owner's Policy (6-17-06)*  
*Schedule A*

**EXHIBIT "A"****Parcel A:**

That portion of the Southeast quarter of the Southwest quarter of Section 23 and of the Northeast quarter of the Northwest quarter of Section 26 in Township 13 South, Range 68 West of the 6th P.M., described as follows: beginning at a point on the Northeasterly line of Marriott Road in the Blue Mesa Addition to the Town of Cascade, 40 feet Northwesterly thereon from its intersection with the Northeasterly extension of the Southeasterly line of Lot 1 in Block 29 in the Blue Mesa Addition to the Town of Cascade; thence Northeasterly 120 feet on a line parallel with the Northeasterly extension of the Southeasterly line of said Lot 1 in Block 29; thence angle right 90 degrees Southeasterly 100 feet; thence angle right 90 degrees Southwesterly 120 feet, more or less, to the Northeasterly line of said Marriott Road; thence Northwesterly on the Northeasterly line of said Marriott Road 100 feet, more or less, to the point of beginning, except therefrom that portion thereof described as follows: Beginning at a point on the Northeasterly line of Marriott Road, which is 5 feet Northwesterly thereon from the most Southerly corner of the above described tract; thence Southeasterly along the Northeasterly line of said road to the most Southerly corner of said tract; thence Northeasterly on the Southeasterly line of said tract 120 feet, more or less, to the most Easterly corner thereof; thence Northwesterly along the Northeasterly line of said tract 10 feet; thence Southwesterly to the place of beginning, County of El Paso, State of Colorado.

**Parcel B:**

That portion of the Southeast quarter of the Southwest quarter of Section 23 and the Northeast quarter of the Northwest quarter of Section 26, Township 13 South, Range 68 West of the 6th P.M., described as follows: Beginning at a point on the Northeasterly line of Marriott Road, a distance of 31.45 feet Northwest of the most Westerly corner of a tract conveyed to Russell J. Edwards and Marianne P. Edwards on September 1, 1953 and recorded in Book 1400, Page 92 of the records of El Paso County, Colorado; thence in a Southeasterly direction along the Northeasterly line of Marriott Road to the Northwest corner of said Edwards Tract; thence in a Northeasterly direction along the Northwesterly line of said Edwards tract, a distance of 100 feet to a point; thence in a Westerly direction to a point of beginning, County of El Paso, State of Colorado.

**Parcel C:**

That portion of the Southeast quarter of the Southwest quarter of Section 23, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the most Northerly corner of that certain tract of land conveyed by the Cascade Town Company to Marianne P. and Russell J. Edwards as described in Book 1400 at Page 192 in the records of the said El Paso County; thence South 41 degrees 20 minutes East 90.0 feet on the Northeasterly line of the said Edwards Tract; thence North 4 degrees 53 minutes West 80.22 feet to a point on the Southerly line of a road known as Pryamid Mountain Road; thence South 85 degrees 07 minutes West 32.38 feet on the Southerly line of the said road; thence South 64 degrees 44 minutes West 22.5 feet on the Southerly line of the said road to the place of beginning, County of El Paso, State of Colorado.

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.



# PLAIN LANGUAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by

***Westcor Land Title Insurance Company***

## SCHEDULE B

File No.: 58177ECS

Policy No.: OP-3-6849272

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
2. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
3. Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable.
4. Subject to reservations of (1) 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; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as set forth in U.S. Patent No. 4613, BLM Serial No. CO1170\_.037, issued November 20, 1889 to Ellen Marriott, as posted in the Bureau of Land Management, General Land Office Records
5. Subject to reservations of (1) 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; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as set forth in U.S. Patent No. 4430, BLM Serial No. CO1180\_.004, issued November 4, 1890 to Benjamin Marriott, as posted in the Bureau of Land Management, General Land Office Records.
6. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Colorado Telephone Company, as described in instrument recorded April 13, 1905 Book 401 at Page 6. Conveyance in connection therewith recorded August 5, 1911 in Book 482 at Page 190.
7. Terms, conditions and provisions of Deed recorded October 2, 1953 in Book 1400 at Page 192 as follows: This conveyance is made upon the express condition, however, that no structure other than a dwelling house or buildings appurtenant thereto shall be erected on said premises at any time hereafter, and if there be a violation of this conditions this grant and conveyance shall be and become null and void, and the lot of land herein conveyed shall revert to and become the property of the party of the first part as in its first and former estate.
8. Any assessment or lien of Cascade Fire Protection District by Order and Decree Creating District as disclosed by the instrument recorded August 13, 1956 in Book 1584 at page 549.
9. Terms and conditions of right of way as contained in Deed recorded October 27, 1954 in Book 1460 at Page 530.
10. Terms, agreements, provisions, conditions and obligations as contained in Resolution recorded December 6, 1962 in Book 1937 at Page 162.
11. Any tax, assessment, fee charge or increase in mill levy resulting from the inclusion of subject property in School

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*ALTA Plain Language Owner's Policy (6-17-06)*  
*Schedule B*

Page 3

**SCHEDULE B**

Continued

District No. 14 as disclosed by Resolution recorded April 17, 1985 in Book 3996 at Page 631.

12. Terms, agreements, provisions, conditions and obligations as contained in Notice of Cascade Public Service Company Water System Service Area, recorded November 15, 1990 in Book 5790 at Page 195.
13. Any fee, tax assessment or lien by reason of inclusion within the Cascade Metropolitan District 1 as set forth in Order of Inclusion recorded June 17, 2015 at Reception No. 215062773. Special District Public Disclosure in connection therewith recorded June 17, 2015 at Reception No. 215062774.
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution of the Board of Directors of the Cascade Metropolitan District No. 1 recorded November 19, 2015 at Reception No. 215125667.
15. Terms, agreements, provisions, conditions and obligations as contained in Resolution of the Board of Directors of the Cascade Metropolitan District No. 1 recorded August 25, 2016 at Reception No. 216096368.
16. Deed of Trust from Scott Allen Johnson and Jackie Harper to the Public Trustee of El Paso County, Colorado for the use of Mortgage Electronic Registration Systems, Inc., solely as a nominee for Ark-La-Tex Financial Services LLC dba Benchmark Mortgage to secure \$304,200.00, dated October 15, 2018 and recorded October 17, 2018 at Reception No. 218121239.

## **Anti-Fraud Statement**

**NOTE: 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 to and made a part of this policy.**