

stewart title®

Stewart Title Company - Colorado Springs
111 South Tejon Street #111
Colorado Springs, CO 80903

View your transaction progress 24/7 via [Stewart Online](#)
Ask us about your login today!

Date: September 12, 2017
File Number: 01330-103241
Property: 8025 Topeka Avenue, Cascade, CO 80809

Please direct all Closing inquiries to:

Amanda Bragassa
Phone: (719)578-1100
Fax: (719)578-5536
Email Address: amanda.bragassa@stewart.com

SELLER:
Ralph E. Murdock

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE
FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ON THIS PAGE.**

We Appreciate Your Business and Look Forward to Serving You in the Future.

stewart title

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.


IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


Authorized Countersignature

Stewart Title Company - Colorado Springs
111 South Tejon Street #111
Colorado Springs, CO 80903




Matt Morris
President and CEO


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

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AMERICAN
LAND-TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.*

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 P.O. Box 2029, Houston, Texas 77252.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-103241

1. **Effective Date:** September 6, 2017 at 8:00AM

2. **Policy or Policies To Be Issued**

Amount of Insurance

(a) ALTA Owner's

Proposed Insured:

Ralph E. Murdock

(b) ALTA Loan

Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment is:**

FEE SIMPLE

4. **Title to the said estate or interest in the land is at the Effective Date vested in:**

Ralph E. Murdock

5. **The land referred to in this Commitment is described as follows:**

See Exhibit "A" Attached Hereto

Purported Address:
8025 Topeka Avenue
Cascade, CO 80809

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-103241

**EXHIBIT "A"
LEGAL DESCRIPTION**

Lot 10, Block 22, and the Northerly 38.00 feet of Lots 25 through 29, inclusive, Block 22,
ADDITION NO. 1 TO THE TOWN OF CASCADE,
according to the plat thereof recorded in Plat Book B at Page 15,
and that portion of vacated alley, as described in Book 2353 at page 430,
County of El Paso, State of Colorado

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-103241

The following requirements must be met:

1. NONE.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-103241

Schedule B of 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 by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Covenants, conditions, restrictions, reservations, leases and assignments thereof.
9. Mineral reservations and mineral leases and assignments thereof.
10. Easements, reservations and servitudes imposed by operation of law or contained in instruments of record, including, but not limited to those for roads, ditches, waterways, utilities, drainage, pipelines, railroads and aviation.
11. Any and all unpaid taxes and assessments and any unredeemed tax sales.
12. All matters shown on the plat of Addition No. 1 to the Town of Cascade recorded May 21, 1888 in Book B at Page 15.
13. Vacation of Interior Lot Lines recorded February 3, 1992 in Book 5931 at Page 684 as Reception No. 2110252.
14. Vacation of Easements recorded February 3, 1992 in Book 5931 at Page 683 as Reception No. 2110252.
15. Resolution No. 99-263 recorded September 7, 1999 as Reception No. 099142095.

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ALTA Commitment 06-17-06

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**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B- PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

16. Resolution No. 02-267 recorded October 10, 2002 as Reception No. 202175156.
17. Amended and Restated Resolution of the Board of Directors of Cascade Metropolitan District No. 1 recorded March 3, 2014 as Reception No. 214017164.
18. Amended and Restates Resolution of te Board of Directos of Cascade Metropolitan District No. 1 recorded June 25, 2014 as Reception No. 214056089.
19. Combination Agreement recorded July 30, 2014 as Reception No. 214068055.
20. Amended and Restated Resolution of the Board of Directors of Cascade Metropolitan District No. 1 recorded May 27, 2015 as Reception No. 215052999.
21. Order of inclusion with the Cascade Metropolitan District No. 1 recorded June 17, 2015 as Reception No. 215062773.
22. Special District Disclosure recorded June 17, 2015 as Reception No. 215062774.
23. Resolution No. 2015-11-05 recorded November 19, 2015 as Reception No. 215125667.
24. Resolution No. 2016-03-01 recorded March 29, 2016 as Reception No. 216031243.
25. Resolution No. 2016-08-01 recorded August 25, 2016 as Reception No. 216096368.
26. Deed of Trust dated and recorded June 5, 2008, as Reception No. 208064546 in the original principal amount of \$100,000.00 from Ralph E. Murdock to , as trustee, for Keybank.

NOTE: For informational purposes only: The vesting deed is shown as follows: Warranty Deed recorded July 16, 2014, as Reception No. 214063132. Warranty Deed recorded August 11, 1995, in Book 6702 at Page 533 as Reception No. 82106.

ALTA COMMITMENT FOR TITLE INSURANCE

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File No.: 01330-103241

STATEMENT OF CHARGES

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

Informational Commitment:	\$300.00
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DISCLOSURES

File No.: 01330-103241

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title of Colorado conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.