

MARK LOWDERMAN, EL PASO COUNTY TREASURER

Receipt: Redemption

REFERENCE SCHEDULE#: 32000-00-325

Machine: 3 Rct: 44 Media: CKC

Book 125 Cert 137

Date: 03/17/2021

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Redemption amt :	2871.92
Treas Fee :	7.00
TOTAL PAID :	2878.92

32000-00-325
 LEGACY TITLE GROUP LLC (AGENT)
 REF# 18894LITG
 1365 GARDEN OF THE GODS RD #200
 COLORADO SPRINGS, CO 80907

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:

Transmittal Information

Date: 03/16/2021
File No: 18894LTG
Property Address: 21430 Spencer Rd., Calhan, CO 80808
Buyer/Borrower: Aaron Lee Seigel and Ivy Ruth Seigel
Seller: Bradley Marvin Bales
Kerry E. Burt

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Christine Hopper License#447507 Legacy Title Group, LLC 8605 Explorer Drive, Ste 250 Colorado Springs, CO 80920 Phone: 719-442-1900 Fax: E-Mail: Chopper@legacytitle-llc.com	Title Officer: Danene Stroud License#30348 Legacy Title Group, LLC
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Escrow Processor:
Christine Hopper License#447507
E-Mail: CHopper@legacytitle-llc.com
Phone: 719-442-1900

Buyer:
Aaron Lee Seigel and Ivy Ruth Seigel
12755 Thiebaud Lane
Colorado Springs, CO 80908

Seller:
Bradley Marvin Bales
21430 Spencer Road
Calhan, CO 80808

Kerry E. Burt
21430 Spencer Road
Calhan, CO 80808

Buyer's Agent:

Buyer's Attorney:
Jane B. Fredman, LLC
13511 Northgate Estates Drive, Suite 250
Colorado Springs, CO 80921
Phone: 719-434-5607 Fax:
Email: Jane@Fredmanlawco.com

Seller's Agent:

Seller's Attorney:
Stinar Zendejas Burrell & Wilhelmi, PLLC
121 E. Vermijo Ave., Suite 200
Colorado Springs, CO 80903
Phone: 719-635-4200 Fax: 719-635-2493
Email: Chris@coloradolawgroup.com

Lender:

Phone: Fax:
Attn:
Email: ,

Mortgage Broker:

Phone: Fax:
Attn:
Email:



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("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.

All liability and obligation under this Commitment shall cease and terminate six (6) 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.

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

Issued through the Office of:
Legacy Title Group, LLC
1365 Garden of the Gods Road #200
Colorado Springs, CO 80907

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

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 Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company
SCHEDULE A

1. Effective Date: **January 21, 2021, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured: **Aaron Lee Seigel and Ivy Ruth Seigel**
Proposed Policy Amount: **\$85,000.00**

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

Basic Owner's Policy	\$	788.00
Tax Certificate	\$	50.00
Delete 1-4 End (Owner)	\$	65.00
<hr/>		
Total:	\$	903.00

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

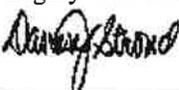
4. The Title is, at the Commitment Date, vested in:
Kerry E. Burt, as to a 49% interest
and
Bradley Marvin Bales, as to a 51% interest

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

The Southwest quarter of the Southeast quarter of Section 22, Township 12 South, Range 63 West of the 6th P.M., County of El Paso, State of Colorado.

For Informational Purposes Only: **21430 Spencer Rd., Calhan, CO 80808**
APN: **32000-00-325**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

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COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **NOT TO BE RECORDED: Amend/Extend to include provisions in accordance with the Stipulation Agreement.**
6. Deleted
7. **Disposition of Lis Pendens, pursuant to C.R.S. 38-35-110 and Colorado Rule of Civil Procedure 105(f), by Court determination, disclaimer by all parties, final judgment or certificate of dismissal issued by the Clerk of the Court in Civil Action No. 2019CV32850 in the District Court of the County of El Paso, entitled Aaron Lee Siegel and Ivy Ruth Siegel vs. Kerry E. Burt, and expiration of any appeal period. Notice of Lis Pendens recorded December 16, 2019 at Reception No. 219159196. Order and Judgment Approving Stipulation recorded November 24, 2020 at Reception No. 220192035.**
8. **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the

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deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

9. deleted

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- C. deleted
- D. Evidence satisfactory to the Company that Stormwater Fees are paid current, if applicable.
- E. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Plain Language Owner's Policy, providing Owner's Extended Coverage.
- F. A satisfactory improvement location certificate must be furnished to the company. exception will be taken to adverse matters disclosed thereby.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded May 15, 2012 as Reception No. 212055354.

Deed recorded December 11, 2019 as Reception No. 219157068.

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.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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. Undivided one-half interest in all oil, gas or other mineral rights, as reserved by J.L. Singleton aka James L. Singleton in the Deed to Lloyd Wayne Henson and Joy L. Henson, recorded October 10, 1962 in Book 2258 at Page 162, and any and all assignments thereof, or interest therein.
11. A 15 foot easement along the West property line as shown on that Certificate of Survey recorded July 2, 1974 in

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Book 2687 at Page 954.

12. Terms, conditions and provisions contained in Grant of Right of Way recorded March 25, 2013 at Reception No. 213038315.
13. Any right, title, or interest claimed by any lessee or tenant, or by any assignee of same, in any portion of the subject property by virtue of any unrecorded lease, agreement, or memorandum thereof, including, but not limited to, any option to renew or extend, option to purchase, right of first refusal, or covenant against another business of the same nature.
14. Terms, conditions, provisions and obligation contained in Colorado Group Water Commission Findings and Order No. 3716-BD recorded July 12, 2019 at Reception No. 219079116, Reception No. 219079117, Reception No. 219079118 and Reception No. 219079119.
15. Terms, conditions, provisions and obligations contained in Resolution No. 20-407, recorded November 24, 2020 at Reception No. 220191671 and re-recorded February 2, 2021 at Reception No. 221020621.

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Legacy Title Group, LLC

Commitment No. 18894LTG

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.