



Customer Distribution

**Our Order Number:** SC55058840.8

**Date:** 04-13-2017

**Property Address:** TRAILS AT TIMBERLINE EAST PARCEL 1 AND SOUTH PARCELS 1 AND 2, COLORADO SPRINGS, CO 80908

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**For Title Assistance**  
COMMERCIAL TITLE DEPT.  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
719-634-4821 (phone)  
719-634-3190 (fax)  
blowe@ltgc.com

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**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**Seller/Owner**  
ARROYA INVESTMENTS, LLC  
Attention: JAKE DECOTO  
decotoj@gmail.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55058840.8

Date: 04-13-2017

Property Address: TRAILS AT TIMBERLINE EAST PARCEL 1 AND SOUTH PARCELS 1 AND 2, COLORADO SPRINGS, CO 80908

Buyer/Borrower:

Seller: ARROYA INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$264.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$264.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: SC55058840.8

Customer Ref-Loan No.:

**Property Address:**

TRAILS AT TIMBERLINE EAST PARCEL 1 AND SOUTH PARCELS 1 AND 2, COLORADO SPRINGS, CO  
80908

**1. Effective Date:**

04-10-2017 At 05:00:00

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$5,000.00

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

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

ARROYA INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY

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

TRAILS AT TIMBERLINE EAST PARCEL 1:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22;

THENCE 88°38'37"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4), A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'37"W ALONG SAID SOUTH LINE, A DISTANCE OF 1300.53 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4);

THENCE S88°38'56"W ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SW1/4 SW1/4), A DISTANCE OF 898.51 FEET;

THENCE N47°35'42"E, A DISTANCE OF 105.23 FEET;

THENCE N36°59'01"E, A DISTANCE OF 517.38 FEET;

THENCE N56°32'31"E, A DISTANCE OF 489.24 FEET;

THENCE N38°17'19"E, A DISTANCE OF 182.67 FEET;

THENCE N89°41'56"E, A DISTANCE OF 1283.66 FEET;

THENCE S00°18'04"E, A DISTANCE OF 852.14 FEET TO THE POINT OF BEGINNING.

TRAILS AT TIMBERLINE SOUTH PARCEL 1:

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55058840.8

**Customer Ref-Loan No.:**

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27;  
THENCE S88°38'56"W ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1047.88 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S88°38'56"W CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 283.03 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27 SAID POINT ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N00°37'14"W SAID LINE ALSO BEING THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 22, A DISTANCE OF 30.00 FEET;
2. S89°40'23"W, A DISTANCE OF 736.82 FEET TO THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 430 OF SAID COUNTY RECORDS;

THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1798.07 FEET;  
THENCE N59°58'50"E, A DISTANCE OF 694.83 FEET;  
THENCE S14°30'58"E, A DISTANCE OF 567.09 FEET;  
THENCE N69°36'18"E, A DISTANCE OF 603.87 FEET;  
THENCE S30°23'46"E, A DISTANCE OF 264.58 FEET;  
THENCE S61°52'38"W, A DISTANCE OF 227.40 FEET;

THENCE S79°15'47"W, A DISTANCE OF 276.17 FEET;  
THENCE S89°39'18"W, A DISTANCE OF 356.07 FEET;  
THENCE S40°09'47"W, A DISTANCE OF 310.61 FEET;  
THENCE S09°56'46"W, A DISTANCE OF 270.03 FEET;  
THENCE S35°00'25"W, A DISTANCE OF 167.38 FEET;  
THENCE S57°24'01"W, A DISTANCE OF 235.36 FEET;  
THENCE S27°23'34"E, A DISTANCE OF 611.29 FEET TO THE POINT OF BEGINNING;

TRAILS AT TIMBERLINE SOUTH PARCEL 2:

A PARCEL OF LAND BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55058840.8

**Customer Ref-Loan No.:**

(NW1/4 NW1/4) OF SECTION 27, THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 27, THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SECTION 27, A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 28 AND A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4) OF SECTION 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A LINE BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27 AND THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST, MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND MONUMENTED AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM CAP STAMPED "2006 ESI PLS 10376" AND IS ASSUMED TO BEAR S00°54'30"E, A DISTANCE OF 3925.63 FEET;

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4) OF SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE S00°54'30"E ALONG THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF SAID SECTION 27, A DISTANCE OF 3925.63 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4) OF SAID SECTION 27;

THENCE S87°35'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1332.78 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);

THENCE N00°53'18"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4), A DISTANCE OF 1316.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW1/4 SW1/4);

THENCE S89°08'28"W ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4) OF SECTION 28, A DISTANCE OF 1326.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4);

THENCE N00°30'49"W ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE1/4 NE1/4), A DISTANCE OF 1270.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN

BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE N21°41'10"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1450.84 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE AS DESCRIBED IN THE DEED, AS RECORDED IN BOOK 2678 AT PAGE 431 OF SAID COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF SAID DEED THE FOLLOWING TWO (2) COURSES:

1. N89°40'23"E, A DISTANCE OF 761.52 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4 NE1/4);
2. N00°52'58"W ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27;

THENCE N88°38'56"E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW1/4 NW1/4), A DISTANCE OF 1330.91 FEET TO THE POINT OF

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55058840.8

**Customer Ref-Loan No.:**

BEGINNING;

PREPARED BY:  
CORY L. SHARP, COLORADO P.L.S. NO. 32820  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** SC55058840.8

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: SC55058840.8

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, 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 hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF SECTION 22 AND ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 29, 1922 IN BOOK 565 AT PAGE [346](#).
9. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE [430](#).
10. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEEDS RECORDED SEPTEMBER 16, 1926 IN BOOK 791 AT PAGE [55](#), MARCH 20, 1931 IN BOOK 854 AT PAGE [477](#), OCTOBER 5, 1936 IN BOOK 930 AT PAGE [288](#), APRIL 20, 1937 IN BOOK 935 AT PAGE [262](#) AND MARCH 11, 1943 IN BOOK 1019 AT PAGE [275](#)



**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** SC55058840.8

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PLATEAU NATURAL GAS COMPANY RIGHT-OF-WAY AGREEMENT RECORDED JANUARY 22, 1962 IN BOOK 1896 AT PAGE [135](#). CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO NORTHERN NATURAL GAS COMPANY, A DELAWARE CORPORATION RECORDED MARCH 24, 1970 IN BOOK 2336 AT PAGE [636](#). ASSIGNMENT OF EASEMENTS TO AQUILA COLORADO GAS OPCO, LP, A DELAWARE LIMITED PARTNERSHIP RECORDED JULY 24, 2008 UNDER RECEPTION NO. [208083871](#).
12. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE [121](#) AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE [799](#). NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. [201185017](#) AND MAY 20, 2011 UNDER RECEPTION NO. [211049996](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE [903](#).
14. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE [908](#).
15. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 30, 1985 IN BOOK 5054 AT PAGE [1178](#).
17. THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER - 9, RECORDED OCTOBER 27, 1994, IN BOOK 6551 AT PAGE [588](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 UNDER RECEPTION NO. [207156760](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. [214068509](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006501](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006502](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006503](#).

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

**Order Number:** SC55058840.8

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

23. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.
24. EXISTING LEASES AND/OR TENANCIES.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

**Note:** Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires that 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company 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 Lenders 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-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 material-men 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 un-filed mechanic's and material-men'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.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- 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:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota 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 Schedule 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 such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

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 acquires 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 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 and Stipulations.
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 the Conditions and Stipulations 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 [www.alta.org](http://www.alta.org).


#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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.

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 to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



# INVOICE

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

WEICHERT REALTORS - PIKES PEAK  
 GROUP  
 MARTY CHASE  
 411 S TEJON ST #A  
 COLORADO SPRINGS, CO 80903

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 55058840
Our Order Number:	CSP-27598
Our Customer Number:	2420.30
Invoice Requested by:	MARTY CHASE
Invoice (Process) Date:	April 13, 2017
Transaction Invoiced By:	Web Services
Email Address:	invoicing@ltgc.com

**Invoice Number: CSP-27598**

Date: April 13, 2017

Order Number: 55058840

Property Address: 9220 ARROYA LN COLORADO SPRINGS 80908

Buyer/Borrower: Arroya Investments Llc A Colorado Limited Liability Company

Invoice Charges		
Service:	TBD Commitment	\$264.00
Ref:	55058840	
Addr:	9220 ARROYA LN	
Party:	ARROYA INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY	
		\$264.00
Total Amount Invoiced:		\$0.00
Less Payment(s):		\$264.00
Balance Due:		

**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 CSP-27598** on your Payment



Customer Distribution

**Our Order Number:** SC55058840.9

**Date:** 04-13-2017

**Property Address:** TRAILS AT TIMBERLINE WEST PARCEL 1, COLORADO SPRINGS, CO 80908

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**For Title Assistance**  
COMMERCIAL TITLE DEPT.  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
719-634-4821 (phone)  
719-634-3190 (fax)  
blowe@ltgc.com

---

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**Buyer/Borrower**  
JACOB DECOTO  
decotoj@gmail.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: SC55058840.9

Date: 04-13-2017

Property Address: TRAILS AT TIMBERLINE WEST PARCEL 1, COLORADO SPRINGS, CO 80908

Buyer/Borrower: A PURCHASER TO BE DETERMINED

Seller: JACOB DECOTO

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$264.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$264.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55058840.9

**Customer Ref-Loan No.:**

**Property Address:**

TRAILS AT TIMBERLINE WEST PARCEL 1, COLORADO SPRINGS, CO 80908

**1. Effective Date:**

04-10-2017 At 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$5,000.00  
Proposed Insured:  
A PURCHASER TO BE DETERMINED

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

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

JACOB DECOTO

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

TRAILS AT TIMBERLINE WEST PARCEL 1:

A PARCEL OF LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21 AND A PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST IS ASSUMED TO BEAR N00°25'32"W, A DISTANCE OF 2638.67 FEET;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER (SE1/4) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;  
THENCE N00°25'32"W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (SE1/4), A DISTANCE OF 650.00 FEET;  
THENCE N89°40'31"E, A DISTANCE OF 2076.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VOLLMER ROAD AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;  
THENCE S21°41'10"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2018.07 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NW1/4 NE1/4) OF SAID SECTION 28;  
THENCE N00°35'59"W ALONG SAID EAST LINE, A DISTANCE OF 1220.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) OF SAID SECTION 21;  
THENCE S89°40'31"W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) , A DISTANCE OF 1313.52 FEET TO THE POINT OF BEGINNING;

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** SC55058840.9

**Customer Ref-Loan No.:**

PREPARED BY:  
CORY L. SHARP, COLORADO P.L.S. NO. 32820  
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC  
20 BOULDER CRESCENT, SUITE 110  
COLORADO SPRINGS, CO 80903

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** SC55058840.9

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: SC55058840.9

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, 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 hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT-OF-WAY OVER AND ACROSS A STRIP OF LAND THIRTY (30') FEET WIDE ON EACH SIDE OF EACH SECTION LINE, SAID RIGHT OF WAY BEING RESERVED FOR USE AS A FUTURE ROADWAY FOR THE BENEFIT OF THE OWNERS OF THIS TRACT AND OWNERS OF ADJOINING TRACTS IN THIS SECTION AND ADJACENT SECTIONS. THE INTENT HEREOF BEING TO HAVE SECTION LINES AVAILABLE FOR ROAD PURPOSES AS OCCASION DEMANDS AS SET FORTH IN WARRANTY DEED RECORDED MAY 6, 1924 IN BOOK 565 AT PAGE [430](#).
9. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE [121](#) AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE [799](#). NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. [201185017](#) AND MAY 20, 2011 UNDER RECEPTION NO. [211049996](#).
10. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 11, 1983, IN BOOK 3673 AT PAGE [908](#).
11. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STIPULATION RECORDED AUGUST 30, 1985 IN BOOK 5054 AT PAGE [1178](#).
13. THE EFFECT OF RESOLUTION NO. 89-140, LAND TRANSFER - 9, RECORDED OCTOBER 27, 1994, IN

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** SC55058840.9

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

BOOK 6551 AT PAGE [588](#).

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 10, 2007 UNDER RECEPTION NO. [207156760](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006501](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 27, 2014 UNDER RECEPTION NO. [214006502](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVELY APPROVED PERMIT ISSUED TO CONDUCT A DESIGNATED ACTIVITY OF STATE INTEREST OR TO ENGAGE IN DEVELOPMENT IN A DESIGNATED AREA OF STATE INTEREST IN EL PASO COUNTY, COLORADO RECORDED JULY 31, 2014 UNDER RECEPTION NO. [214068509](#).
18. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.
19. EXISTING LEASES AND/OR TENANCIES.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



**LAND TITLE GUARANTEE COMPANY**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**DISCLOSURE STATEMENTS**

**Note:** Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires that 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company 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 Lenders 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-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 material-men 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 un-filed mechanic's and material-men'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.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- 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:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota 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 Schedule 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 such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

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 acquires 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 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 and Stipulations.
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 the Conditions and Stipulations 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 [www.alta.org](http://www.alta.org).

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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.

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 to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary





# INVOICE

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

WEICHERT REALTORS - PIKES PEAK  
 GROUP  
 MARTY CHASE  
 411 S TEJON ST #A  
 COLORADO SPRINGS, CO 80903

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 55058840
Our Order Number:	CSP-27603
Our Customer Number:	2420.30
Invoice Requested by:	MARTY CHASE
Invoice (Process) Date:	April 13, 2017
Transaction Invoiced By:	Web Services
Email Address:	invoicing@ltgc.com

**Invoice Number: CSP-27603**

Date: April 13, 2017

Order Number: 55058840

Property Address: 9220 ARROYA LN COLORADO SPRINGS 80908

Buyer/Borrower: Arroya Investments Llc A Colorado Limited Liability Company

Invoice Charges		
Service:	TBD Commitment	\$264.00
Ref:	55058840	
Addr:	9220 ARROYA LN	
Party:	JACOB DECOTO	
Total Amount Invoiced:		\$264.00
Less Payment(s):		\$0.00
Balance Due:		\$264.00

**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 CSP-27603** on your Payment