

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 42330-00-035

2019 TAXES PAYABLE 2020

Owner Per Tax Record: JENNINGS JOHN R
JENNINGS LINDA B

Property Type: Real Estate

Property Location: STAPLETON RD

Property Description: W2E2SE4, NE4NE4SE4 SEC 33-12-64, EX THAT PT TO COUNTY
BY REC #215067235 & EX PT DESC BY REC # 216044524

Alerts:

<u>Assessed Value</u>		
Land	\$	490
Improvement	\$	0
TOTAL	\$	490

<u>Tax District:</u> SCF	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007222	3.54
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.16
EL PASO COUNTY SCHOOL NO 49 - GEN	0.043189	21.16
PIKES PEAK LIBRARY	0.003731	1.83
FALCON FIRE PROTECTION	0.014886	7.29
UPPER BLK SQUIRREL CRK GROUND WATER	0.001029	0.50
El Paso County TABOR Refund	0.000000	-0.25
TOTAL	0.070387	34.23

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2019 taxes: 0.00

Amount due valid through FEBRUARY 28th, 2020 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 29th day of JANUARY A.D. 2020

Issued to: epc\trshenson Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20200129 46070

By: 

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Guardian Title Agency, LLC

agent for

Title Resources Guaranty Company

Title Resources 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 180 days 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.

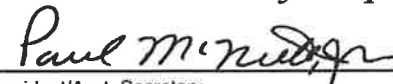
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

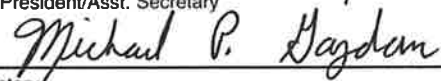
IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


An Authorized Signature



Title Resources Guaranty Company

By: 
Vice President/Asst. Secretary


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 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/>>.



PURPORTED ADDRESS: 0 STAPLETON ROAD, PEYTON, CO 80831
APN: 4233000035

File No.: 7417-51844 COMMITMENT FOR PLATTING

1. **Effective Date: JANUARY 9, 2020 at 7:00 A.M.**

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

JOHN R. JENNINGS AND LINDA B. JENNINGS

FOR INFORMATIONAL PURPOSES ONLY:

ACCORDING TO PUBLIC RECORDS, THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED WITHIN THE PAST 24 MONTHS ARE:

WARRANTY DEED RECORDED SEPTEMBER 28, 2006 AT RECEPTION NO. 206143249

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

THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 64 WEST, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THOSE PORTIONS DESCRIBED IN WARRANTY DEEDS RECORDED JUNE 26, 2015 AT RECEPTION NO. 215067235 AND APRIL 27, 2016 AT RECEPTION NO. 216044524

1. TAXES FOR 2019 AND SUBSEQUENT YEARS A LIEN NOT YET DUE AND PAYABLE
2. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER RESOLUTION NO. 15-059 RECORDED FEBRUARY 11, 2015 AT RECEPTION NO. 215012843.
3. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE MEMORANDUM OF AGREEMENT RECORDED FEBRUARY 11, 2015 AT RECEPTION NO. 215012844.
4. AN EASEMENT FOR CONSTRUCTION AND INCIDENTAL PURPOSES GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY BY THE INSTRUMENT RECORDED JUNE 26, 2015 AT RECEPTION NO. 215067236.
5. AN EASEMENT FOR CONSTRUCTION AND INCIDENTAL PURPOSES GRANTED TO THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY BY THE INSTRUMENT RECORDED JUNE 26, 2015 AT RECEPTION NO. 215067237.

DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1 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 Guardian Title Agency, LLC 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.

Pursuant to C.R.S. 10-11-122, 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.

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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, 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 Colorado Division of Insurance Regulations 3-5-1, 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 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 C.R.S. 38-35-125(2) 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 withdrawal as a matter of right.

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.

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.

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.