

Unified Title Company, LLC

101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900
Fax: 719-578-5060

Transmittal Information

Date: 02/03/2016
File No: 40796UTC
Property Address: 4815 Yucatan Drive, Colorado Springs, CO 80911
Buyer\Borrower: Jaswinder Singh Grewal and Karanjeet Singh
Seller: Block 260, LLP, a Colorado Limited Liability Partnership, who acquired title as Block 260, Ltd., a Colorado Limited Partnership

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

Escrow Officer:
Shelley Driscoll
Unified Title Company, LLC
101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900
Fax: 719-578-5060
E-Mail: sdriscoll@unifiedtitle.com

Title Officer:
Pam Bird
Unified Title Company, LLC
c/o ET Production Services, LLC

Escrow Processor:
Amanda Schirm
E-Mail: ASchirm@unifiedtitle.com



There are requirements appearing in Schedule B-Section 1 which require special attention
Item numbers needing attention: an ILC will be required.

Buyer:
Jaswinder Singh Grewal and Karanjeet Singh

Seller:
Block 260, LLP, a Colorado Limited Liability Partnership, who acquired title as Block 260, Ltd., a Colorado Limited Partnership
3 Widefield Boulevard
Colorado Springs, CO 80911

Buyer's Agent:
FSBO

Attn:
Phone: Fax:
Email:

Seller's Agent:
Widefield Realty
3 Widefield Boulevard
Colorado Springs, CO 80911
Attn: Jules M. Watson
Phone: 719-392-8518 Fax:
Email: typeacbear@aol.com

Buyer's Attorney:

Seller's Attorney:

Lender:
TBD

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Changes: Schedule B-I, Item (e) (1) deleted

Thank you for using Unified Title Company, LLC.



Unified

TITLE COMPANY

101 S. Sawatch, Suite 212, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax: 719-578-5060

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



**ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California 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 (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, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Unified Title Company, LLC

101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

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 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 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, 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **January 25, 2016 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$ 300,000.00

Proposed Insured: **Jaswinder Singh Grewal and Karanjeet Singh**

B. ALTA 2006 LOAN POLICY \$ 255,000.00

Proposed Insured: **TBD , its successors and/or assigns as their interest may appear**

<i>Basic Owner's Policy</i>	\$ 1,150.00
<i>Simultaneous Loan Policy</i>	\$ 125.00
<i>Tax Certificate</i>	\$ 25.00
<i>100 Restrictions Endorsement</i>	\$ 107.00
<i>110.1 Deleting Except End (L)</i>	\$ 132.00
<i>8.1-Environmental Endorsement</i>	\$ 100.00
<i>110.1 Deleting Except End (O)</i>	\$ 140.00
<hr/>	
Total:	\$ 1,779.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Block 260, LLP, a Colorado Limited Liability Partnership, who acquired title as Block 260, Ltd., a Colorado Limited Partnership

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lot 1, Clear View West Filing No. 2, LESS and EXCEPT that part conveyed by Deed recorded November 6, 1992 in Book 6071 at Page 531, County of El Paso, State of Colorado.

For Informational Purposes Only: **4815 Yucatan Drive, Colorado Springs, CO 80911**

Countersigned
Unified Title Company, LLC

By: 

Pam Bird

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **January 25, 2016 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Delivery to the Company for inspection and approval prior to closing, the following documents for Block 260, LLP, a Colorado Limited Liability Partnership:**
 - (1) ~~INTENTIONALLY DELETED: Copy of the current Partnership Agreement, and any and all amendments thereto, setting forth the name of the partners, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.~~
 - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
- (f) **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 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.

- (g) Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.

NOTE: The property described herein, appears to be free and clear of liens. Please verify this information with the owner's of subject property and notify Title if this information is incorrect.

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. A SATISFACTORY Improvement Location Certificate MUST BE FURNISHED TO THE COMPANY. EXCEPTION WILL BE TAKEN TO ADVERSE MATTERS DISCLOSED THEREBY.

NOTE: THIS REQUIREMENT IS NECESSARY BECAUSE: the Buyer and Lender have requested Extended Coverage.

C. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.

D. Upon receipt of Items required above, satisfactory to the company, printed Exceptions Nos. 1, 2, 3 and 4 of Schedule B, Section 2 hereof will be deleted from the Loan Policy when issued and upon payment, Form 100 will be attached thereto. Item 5 will be deleted if closing is performed by the Insuring Company.

E. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Standard Owner's Policy along with Endorsement Form 110.1, which will provide Owner's Extended Coverage.

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 February 10, 1993 in Book 6120 at Page 723.

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.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **January 25, 2016 at 07:30am**

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. **Reservation by the Colorado Springs Land Holding Company of a 1/16 royalty interest in and to any and all oil, gas and other minerals which may be extracted, saved or produced from said property as contained in Deed recorded April 24, 1972 in Book 2483 at Page 498.**
10. **Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded April 25, 1983 in Book 3710 at Page 286.**
11. **An Avigation and Hazard Easement granted to the City Colorado Springs Airport, by the instrument recorded October 31, 1988, in Book 5571 at Page 313, upon the terms and conditions set forth in the**

instrument.

- 12. Easements, notes and notices as set forth on the plat of subdivision recorded December 1, 1988 in Plat Book D-4 at Page 103.**
- 13. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 91-383, Liquor -7 by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded January 9, 1992 in Book 5923 at Page 448.**
- 14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-375, Liquor -19 by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded November 4, 1993 in Book 6302 at Page 1133.**
- 15. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Unified Title Company, LLC

Commitment No. 40796UTC

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Unified Title Company, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Unified Title Company, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Unified Title Company, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Unified Title Company, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Unified Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Unified Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Unified Title Company, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Unified Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Unified Title Company, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Unified Title Company, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com



101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Telephone: 719-578-5900
Facsimile: 719-578-5060
www.unifiedtitle.com

UNIFIED TITLE COMPANY

~ WIRING INSTRUCTIONS ~

WELLS FARGO BANK, N.A.

90 South Cascade Avenue
Colorado Springs, CO 80903

Account Number: **3342749136**

Account Name: **Unified Title Company, LLC**

ABA (Routing) Number: **121000248**

PLEASE REFERENCE

File Number: 40796UTC

Property Address: 4815 Yucatan Drive Colorado Springs, CO, 80911

Buyer / Borrower: Jaswinder Singh Grewal and Karanjeet Singh

IMPORTANT NOTICES

1. ACH TRANSFERS – Unified Title Company does not accept Automated Clearing House (“ACH”) transfers.
2. CYBER FRAUD – If you receive e-mail or any other communication that appears to be generated by Unified Title Company or anyone involved in your transaction that contains new, revised or altered bank wire instructions, consider it suspect and contact your escrow officer immediately.

Canon City

120 North 9th Street, Suite A
Canon City, CO 81212
Telephone (719) 275-2435

Colorado Springs – Broadmoor

2630 Tenderfoot Hills Street, Suite 200
Colorado Springs, CO 80906
Telephone (719) 576-4411

Colorado Springs – Downtown

101 South Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Telephone (719) 578-5900

Colorado Springs – Jet Stream

1720 Jet Stream Drive, Suite 105
Colorado Springs, CO 80921
Telephone (719) 488-9777

Denver

1900 Wazee Street, Suite 150
Denver, CO 80202
Telephone (720) 449-7510

Woodland Park

18401 East Highway 24, Suite 114
Woodland Park, CO 80863
Telephone (719) 687-2178