

Legacy Title Group, LLC
3630 Sinton Road, STE 300
Colorado Springs, CO 80907
Phone: 719-442-1900
Fax: 719-447-1902

Transmittal Information

Date: **02/01/2018**

File No: **22127LTG**

Property Address **, Colorado Springs, CO**

Buyer\Borrower **For Information Only**

Seller

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

Escrow Officer:

Not Applicable

Legacy Title Group, LLC
3630 Sinton Road, STE 300
Colorado Springs, CO 80907
Phone: 719-442-1900
Fax: 719-447-1902
E-Mail:

Title Officer:

Danene Stroud License#30348
Legacy Title Group, LLC
3630 Sinton Road, STE 300
Colorado Springs, CO 80907
Phone: 719-442-1900
Fax: 719-447-1902

Processor: Not Applicable

E-Mail:

Copies Sent to:

Buyer:
For Information Only

Seller:

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:

Attn:

Email:

Phone: Fax:

Attn:

Email:

Thank you for using Legacy Title Group, LLC.

Legacy Title Group, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **January 24, 2018 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured: **For Information Only**

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<u>Working Commitment Search End</u>	\$ 250.00
Total:	\$ 250.00

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:

David McElhoes and Alyce McElhoes - as to Lot 1, Dancing Wolf Estates

Lisa Altamirano - as to Lot 3, Dancing Wolf Estates

Joshua Fuson and Ruth Anne Fuson - as to Lot 1, Dancing Wolf Estates III

David B. McElhoes and Alyce T. McElhoes, as to Lot 2, Dancing Wolf Estates and Lot 2, Dancing Wolf Estates III

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

Lots 1, 2 and 3, Dancing Wolf Estates and Lots 1 and 2, Dancing Wolf Estates III, County of El Paso, State of Colorado.

For Informational Purposes Only: , **Colorado Springs, CO**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I
REQUIREMENTS

Effective Date: **January 24, 2018 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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
EXCEPTIONS**

Effective Date: **January 24, 2018 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. **An easement and right of way, conveyed to the Mountain View Electric Association, Incorporated, a Colorado corporation, by the instrument recorded August 8, 1963 in [Book 1969 at Page 415](#).**
- NOTE: Release and Quit Claim Deed recorded May 21, 1996 in [Book 6889 at Page 1306](#) and Assignment recorded July 15, 1998 at [Reception No. 98098694](#).**
10. **An easement for communication and incidental purposes granted to American Telephone and Telegraph Company by instrument recorded July 30, 1964 in [Book 2026 at Page 640](#).**
 11. **The effect of the inclusion of the subject property in the Soil Conservation District, as disclosed by the instrument recorded November 25, 1974 in [Book 2719 at Page 740](#).**
 12. **Terms, conditions, provisions, agreements and obligations specified under the Resolution No. 84-178 General-44, recorded October 30, 1984 in [Book 3933 at Page 558](#).**
 13. **An easement for communication and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded May 31, 1988 in [Book 5512 at Page 1309](#).**

14. Terms, conditions, provisions, agreements and obligations specified under the Easement recorded April 26, 1995 in [Book 6638 at Page 1250](#).
15. Terms, conditions, provisions, agreements and obligations specified under the Decree recorded May 6, 1996 in [Book 6879 at Page 726](#).
16. Terms, conditions, provisions and obligations contained in Resolution No. 96-261, Land Use-86, recorded November 8, 1996 at [Reception No. 96142131](#).
17. Terms, agreements, provisions, conditions, obligations, (including common expenses, fees and costs under the Common Interest Ownership Act) easements and restrictions, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 9, 1997 at [Reception No. 97003106](#). Amended Covenants recorded March 10, 1999 at [Reception No. 99037282](#) and December 11, 2015 at [Reception No. 215133374](#).
18. Terms, conditions, provisions and obligations contained in Resolution No. 96-389, Land Use-143, recorded January 30, 1997 at [Reception No. 97010174](#).
19. Terms, conditions, provisions and obligations contained in Resolution No. 97-147, Transportation-4, recorded April 28, 1997 at [Reception No. 97046911](#).
20. Terms, conditions, provisions and obligations contained in Resolution No. 99-119, recorded October 28, 1999 at [Reception No. 99167040](#).
21. Terms, conditions, provisions and obligations contained in Findings of Fact recorded May 22, 2000 at [Reception No. 200057063](#).
22. Terms, conditions, provisions and obligations contained in Resolution No. 02-169, recorded December 19, 2003 at [Reception No. 203291117](#).
23. Terms, conditions, provisions and obligations contained in Resolution No. 10-321 recorded August 17, 2010 at [Reception No. 210079403](#).
24. Terms, conditions, provisions and obligations contained in Memorandum of Agreement recorded August 17, 2010 at [Reception No. 210079404](#).
25. Terms, conditions, provisions and obligations contained in Non-Exclusive Permanent Easement recorded September 22, 2010 at [Reception No. 210093178](#).
26. Terms, conditions, provisions and obligations contained in Resolution No. 10-418, recorded October 20, 2010 at [Reception No. 210105118](#).
27. Terms, conditions, provisions and obligations contained in Standard Off-System Utility Reimbursement Agreement recorded October 20, 2010 at [Reception No. 210105119](#).
28. Terms, conditions, provisions and obligations contained in Resolution No. 10-419, recorded October 20, 2010 at [Reception No. 210105120](#).
29. Terms, conditions, provisions and obligations contained in Standard Off-System Utility Reimbursement Agreement recorded October 20, 2010 at [Reception No. 210105121](#).

30. Terms, conditions, provisions and obligations contained in Order for the Tri Lakes Monument Fire Protection District, recorded June 12, 2014 at [Reception No. 214050493](#).
31. Terms, conditions, provisions and obligations contained in Grant of Right of Way with Mountain View Electric Association, Inc., a Colorado Corporation, recorded September 22, 2014 at [Reception No. 214085867](#).
32. Notes and easements as shown on the Plat of Dancing Wolf Estates, Dancing Wolf Estates II and Dancing Wolf Estates III.
33. Deed of Trust from David B. McElhoes and Alyce T. McElhoes to the Public Trustee of the County of El Paso for the use of Integrity Bank & Trust to secure \$77,000.00, dated September 11, 2012 and recorded September 18, 2012 at [Reception No. 212108515](#). Subordination Agreement recorded March 10, 2015 at [Reception No. 215022475](#). Pertains to Lot 2, Dancing Wolf Estates III
34. Deed of Trust from David B. McElhoes and Alyce T. McElhoes to the Public Trustee of the County of El Paso for the use of Cornerstone Home Lending, Inc. to secure \$417,000.00, dated July 21, 2016 and recorded July 25, 2016 at [Reception No. 216082064](#). Pertains to Lot 2, Dancing Wolf Estates
35. Deed of Trust from Joshua Fuson and Ruth Anne Fuson to the Public Trustee of the County of El Paso for the use of Stearns Lending, LLC to secure \$360,343.00, dated September 19, 2016 and recorded September 23, 2016 at [Reception No. 216108883](#). Pertains to Lot 1, Dancing Wolf Estates III
36. Deed of Trust from David B. McElhoes and Alyce T. McElhoes to the Public Trustee of the County of El Paso for the use of cornerstone Home Lending, Inc. to secure \$414,000.00, dated February 26, 2015 and recorded March 10, 2015 at [Reception No. 215022474](#). Pertains to Lot 2, Dancing Wolf Estates III

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 November 20, 2017 as [Reception No. 217140779](#). Lot 1 Dancing Wolf Estates.

Deed recorded May 28, 2009 as [Reception No. 209059714](#). Lot 3 Dancing Wolf Estates.

Deed recorded April 3, 2014 as [Reception No. 214027707](#). Lot 1, Dancing Wolf Estates III

Deed recorded May 3, 1996 as [Reception No. 96053539](#) in [Book 6878 at Page 155](#). Lot 2, Dancing Wolf Estates and Lot 2, Dancing Wolf Estates III

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.

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.