

Lot line
Adjustment

\$17.5

Administration Department
(970) 984-2311
Fax: (970) 984-2716
www.newcastlecolorado.org



Town of New Castle
PO Box 90
450 W. Main Street
New Castle, Co 81647

DEVELOPMENT APPLICATION

Applicant: <u>Joe Villacci</u> <u>Amy Villacci</u>	
Address: <u>459 Silverhorn DR</u> <u>New Castle, CO 81647</u>	Phone: <u>970 456 5599</u> FAX: E-mail: <u>joevillacci@gmail.com</u>
Property Owner: <u>same</u>	
Address: <u>same</u>	Phone: FAX: E-mail:
Contact Person: <u>Joe Villacci</u>	
Address: <u>same</u>	Phone: FAX: E-mail:
Property Location/Address: <u>459 Silverhorn DR</u> <u>New Castle, CO</u>	
Legal Description: <u>attached</u>	Acres: <u>0.0343</u>
Existing Zone (Not sure? Click here for help): <u>CVR R/1/8</u>	
Existing Land Use: <u>Residential</u> <u>CVR 3 PA5 Lot 5</u>	
TYPE(S) OF LAND USE(S) REQUESTED	
<input type="checkbox"/> Pre-Annexation Agreement <input type="checkbox"/> Annexation <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) <input type="checkbox"/> Amended Plat <input type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) <input type="checkbox"/> Floodplain Development Permit	<input checked="" type="checkbox"/> Lot Line Adjustment or Dissolution <input type="checkbox"/> Site Specific Development Plan/Vested Rights <input type="checkbox"/> Variance <input type="checkbox"/> Zoning <input type="checkbox"/> Zoning Amendment <input type="checkbox"/> Re-zoning <input type="checkbox"/> R-1-HC Identification <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit <input type="checkbox"/> Other
This development would create <u>0</u> residences and <u>0</u> square feet of commercial space.	
Applicant must also complete and submit the appropriate <u>checklist</u> for the type of land use requested. Both the applicant and the property owner must sign this application.	
Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.	

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

However, the Town encourages land use applicants to consult informally with members of the Town Staff, including outside consultants, prior to filing applications if the applicant has questions regarding areas within Staff members' particular expertise; PROVIDED THAT THE POTENTIAL APPLICANT AGREES TO REIMBURSE THE TOWN FOR ALL FEES AND EXPENSES RELATING TO SUCH INFORMAL MEETINGS.

The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

It is the Town's policy that all persons wishing to hold informal meetings with members of the Town Staff acknowledge responsibility for all fees and expenses charged by outside consultants by signing this Agreement below.

I acknowledge and agree to pay the Town of New Castle all actual costs incurred by the Town in relation to legal, engineering, surveying, planning, or other services performed by consultants to the Town as a result of such consultants' review and comment upon, or other services related to, land use proposals and/or applications proposed by me or on my behalf, regardless of whether or not such application is formally filed with the Town. Interest shall be paid at the rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect all costs of collection in addition to the amount due and unpaid, including but not limited to reasonable attorney's fees and costs.

SO AGREED this 7 day of March, 2020.

Joseph Villan
Applicant (Print Name)

[Signature]
Signature of Applicant

970-456-559
Telephone

457 Silverhorn Drive
Mailing Address of Applicant

Joseph Villan
Property Owner

Mailing Address if different from above

[Signature]
Signature of Property Owner

Relationship to Applicant or Potential Applicant

Type of application: set back adjustment

Property description: see attachment - Exhibit "A" legal description

Commonwealth Title Company of Garfield County, Inc.

127 E. 5th Street
 Rifle, CO 81650
 Phone (970) 625-3300 / Fax (970) 625-3305

1322 Grand Avenue
 Glenwood Springs, CO 81601
 Phone (970) 945-4444 / Fax (970) 945-4449

Date: March 29, 2017

File No. 1703068-1

Property Address: 461 Silverhorn Drive, New Castle

Listing Agent

Vicki Lee Green Realtors
 930 Grand Avenue
 Glenwood Springs, CO 81601
 Attn: Jennifer Connor
 Email: jenn@vlgrealtors.com

Lender

Comerstone Home Lending, Inc.
 228 Railroad Avenue, Suite C
 Rifle, CO 81650
 Attn: Jan Hubbell
 Email: jhubbell@houseloan.com

Seller

Brad Cowger and Traci Cowger
 Email: aaronshands@gmail.com

Closing Contacts

Glenwood Springs office - 970-945-4444

Linda Gabossi - linda@cwtrifle.com
 Connie Rose Robertson - connie@cwtrifle.com
 Jessica Reed - jessica@cwtrifle.com

Selling Agent

Vicki Lee Green Realtors:
 930 Grand Avenue
 Glenwood Springs, CO 81601
 Attn: LaPriel Armijo
 Email: lapriel@vlgrealtors.com

Buyer

Richard D. Nipper and Jennifer J. Nipper
 Email: rdnipper@gmail.com

Co-Listing Agent

Fosocco Realty LLC
 1155 Kelly Johnson Blvd, Suite 111
 COLORADO SPRINGS, CO 80920
 Attn: Edgar Allen
 Email: edallen7@mac.com

Rifle office - 970-625-3300

Denna Conwell - denna@cwtrifle.com
 Patti Reich - patti@cwtrifle.com

**COMMITMENT FOR TITLE INSURANCE
 SCHEDULE A**

File No. 1703068-1

1. Effective Date: March 20, 2017 at 7:59 AM

2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06) **\$485,000.00**

Proposed Insured:

Richard D. Nipper and Jennifer J. Nipper

(b) ALTA LOAN POLICY (ALTA 6-17-06) **\$340,000.00**

Proposed Insured:

Cornerstone Home Lending, Inc., Its Successors and/or Assigns

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Brad Cowger and Traci Cowger

4. The land referred to in this Commitment is situated in the County of Garfield, State of Colorado and described as follows:

Lot 6
 Block PAS
 Castle Valley Ranch Subdivision, Filing No. 3
 Planning Areas No. 4 and 5
 Town of New Castle
 According to the plat thereof recorded June 7, 1999 as Reception No. S46753

TITLE CHARGES

Owner's Policy Standard Coverage	\$1,087.00	Reissue
Owner's Extended Coverage		65.00
Mortgagee's Policy		125.00
Tax Certificate		15.00
Form 100		50.00
Form 8.1		50.00
<u>Form 100.30</u>		<u>102.00</u>
<u>ALTA 5.1-06</u>		<u>102.00</u>
Form 116		100.00
Delete Standard Exceptions (Lender's)		N/C
Closing Protection Letter		25.00

COUNTERSIGNED: Patrick P. Burwell

Authorized Officer or Agent

Valid Only if Schedule B and Cover Are Attached

American Land Title Association
 Schedule A
 (Rev'd 6-06)

Issuing Agent:
 Commonwealth Title Company of Garfield County, Inc.
 127 East 5th Street Rifle, CO 81650

SCHEDULE B - SECTION 1

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

1. Special Warranty Deed from Brad Cowger and Traci Cowger vesting fee simple title in Richard D. Nipper and Jennifer J. Nipper.
2. Deed of Trust from Richard D. Nipper and Jennifer J. Nipper to the Public Trustee of Garfield County for the use of Cornerstone Home Lending, Inc.
3. Release of record by the Public Trustee of the Deed of Trust from Brad Cowger and Traci Cowger for the use of Quicken Loans, Inc. showing an original amount of \$272,900.00, dated March 10, 2016 and recorded March 2, 2016 as Reception No 875270
4. Payment of any outstanding homeowner association dues.
5. Execution of a Final Affidavit and Agreement indemnifying the Company against unfiled mechanic's and materialmen's liens

DISCLOSURES

Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph F provides: "Whenever a title entity provides the closing and settlement service that is in conjunction with the issuance of an owner's policy of title insurance, it shall update the title commitment from the date of issuance to be as reasonably close to the time of closing as permitted by the real estate records. Such update shall include all impairments of record at the time of closing or as close thereto as permitted by the real estate records. The title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all undisclosed matters that appear of record prior to the time of closing." Provided Commonwealth Title Insurance Company of Garfield County, Inc. 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. This Notice is required by Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph G.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, notice is hereby given that affirmative mechanic's lien protection for the prospective insured owner may be available 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 may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months. C. The Company must receive appropriate affidavits indemnifying the Company against all unfiled mechanic's and materialmen's liens. D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary; or, at its option, the Company may refuse to delete the exception. No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph M.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given of the availability of a Closing Protection Letter which may, upon request, be provided to certain parties to the transaction.

Pursuant to C.R.S. §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 may be obtained from the County Treasurer's authorized agent; 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; and D) The company will not issue its policy of policies of title insurance contemplated by the commitment until it has been provided a Certificate of Taxes due 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

C.R.S. §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.

Pursuant to C.R.S. §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, Section 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.

If the 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 (Nonresident withholding).

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. Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph J. "Good Funds Law"

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 and Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

SCHEDULE B - SECTION 2

Schedule B of 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.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
2. Easements, or claims of easements, not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
Note: This exception will be deleted on the final policy upon compliance with the requirements herein.
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.
Note: Exception No. 4 will be deleted upon receipt of Final Affidavits and Agreements indemnifying the Company against unfilled mechanic's and materialmen's liens.
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.
Note: Exception 5 will be deleted on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction and records the applicable instruments of conveyance.
6. Any and all unpaid taxes, assessments and unredemmed tax sales.
Note: Exception 6 will read: "General taxes and assessments for the year 2017 and thereafter, not yet due and payable." on the final policy if Commonwealth Title Company of Garfield County, Inc. closes the proposed transaction.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded August 23, 1897 in Book 73 at Page 233.
(view)
10. Reservation of an undivided one-half interest in all oil, gas and other minerals as described in deed recorded July 14, 1964 in Book 359 at Page 328 and any interests therein or assignments thereof.
(view)
11. Terms and conditions of annexation agreement recorded August 10, 1983 in Book 632 at Page 542.
(view)
Amended in instrument recorded December 31, 1984 in Book 662 at Page 243.
(view)
Amended in instrument recorded May 30, 1989 in Book 755 at Page 38.
(view)
12. Terms and conditions contained in the Phase I Site Specific Development Plan and Final Subdivision Improvement Agreement recorded June 7, 1989 in Book 1133 at Page 449.
(view)
13. Terms and conditions contained in the Declaration of Covenants, Conditions and Restrictions recorded June 7, 1989 in Book 1133 at Page 473.
(view)
14. Terms and conditions contained in Ordinance No. 99-2 recorded June 7, 1999 in Book 1133 at Page 503.
(view)

(continued)

SCHEDULE B - SECTION 2

15. Terms and conditions contained in Ordinance No. 99-8 recorded June 8, 1999 in Book 1133 at Page 632.
(view)
16. Easements, restrictions and rights of way as shown on the plat recorded June 7, 1999 as Reception No. 546753.
(view)
17. Terms and conditions contained in Ordinance No. 99-12 recorded June 15, 1999 in Book 1135 at Page 292.
(view)
18. Terms, conditions, restrictions and all matters of Town of New Castle, Colorado Ordinance No. 2002-2 concerning amendment to the P.U.D. Master Plan for Castle Valley Ranch P.U.D. including, but not limited to terms and conditions of Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement recorded April 26, 2002 in Book 1349 at Page 946
(view)
19. Terms, conditions and all matters contained in the Phase II Site Specific Development Plan and Final Subdivision Improvement Agreement for Castle Valley Ranch, Filing No. 3, Block PA4 and PA5 recorded October 31, 2001 in Book 1298 at Page 625.
(view)
20. Declaration of covenants, conditions and restrictions for Castle Valley Ranch recorded November 6, 2000 in Book 1216 at Page 205
(view)
Supplemental Declaration recorded November 29, 2000 in Book 1219 at Page 627.
(view)
Fourth Amendment recorded November 29, 2000 in Book 1219 at Page 640
(view)
Fifth Amendment recorded April 26, 2002 in Book 1350 at Page 64.
(view)
Sixth Amendment recorded June 24, 2003 in Book 1484 at Page 138.
(view)
Seventh Amendment recorded October 22, 2004 in Book 1633 at Page 210.
(view)
Eighth Amendment recorded June 13, 2005 in Book 1696 at Page 460.
(view)
Ninth Amendment recorded November 29, 2005 in Book 1750 at Page 282.
(view)
Assignment recorded March 9, 2006 in Book 1778 at Page 709.
(view)
Assignment recorded April 17, 2007 in Book 1915 at Page 969.
(view)
Amendment recorded April 27, 2007 in Book 1919 at Page 669.
(view)
Declaration of Covenants, Conditions and Restrictions of Castle Valley Ranch Townhomes Association Inc. recorded May 23, 2008 as Reception No. 749007.
(view)
Tenth Amendment recorded December 28, 2011 as Reception No. 812501.
(view)

(Continued)

**SCHEDULE B - SECTION 2
(Continued)**

21. Declaration of Restrictive Covenants recorded March 9, 2006 in Book 1778 at Page 731.
[\(view\)](#)
- Declaration and Assignment of Covenants recorded April 17, 2007 in Book 1915 at Page 960.
[\(view\)](#)
22. Any loss, claim or damage due to the location of fences. (NOTE: This exception will appear on the Owner's Policy only)

COMMONWEALTH TITLE COMPANY PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

NOTE: EXCEPTION(S) 1,2,3 and 4 WILL NOT APPEAR IN THE OWNERS AND MORTGAGEE'S POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of Title Insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1. (2) Unpatented mining claims; reservations or exceptions in patents or Acts authorizing the issuance thereof. (3) any and all unpaid taxes, assessments and unredeemed tax sales.

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.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: GTF63014002.3

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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 PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 23, 1907, IN BOOK 73 AT PAGE 233. RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 497. RECORDED OCTOBER 14, 1892 IN BOOK 12 AT PAGE 188. AND RECORDED DECEMBER 12, 1893 IN BOOK 12 AT PAGE 261.
9. EASEMENTS AND RIGHTS OF WAY AS RESERVED IN INSTRUMENT RECORDED FEBRUARY 7, 1941 IN BOOK 199 AT PAGE 497.
10. EASEMENTS AND RIGHTS OF WAY AS RESERVED IN INSTRUMENTS RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE 497 AND RECORDED AUGUST 23, 1907 IN BOOK 73 AT PAGE 233.
11. TERMS, CONDITIONS AND PROVISIONS, EASEMENTS AND RIGHTS OF WAY OF AGREEMENT RECORDED JANUARY 7, 1982 IN BOOK 590 AT PAGE 65.
12. MAP AND STATEMENT OF THE RED ROCK DITCH FILED OCTOBER 19, 1901 AS RECEPTION NO. 24337.
13. MAP AND STATEMENT OF THE CONTENTION DITCH FILED MARCH 4, 1884 IN BOOK 9 AT PAGE 127.
14. UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED BY VIX RANCH, INC. BY DOCUMENT RECORDED JULY 14, 1964 IN BOOK 359 AT PAGE 328 AS RECEPTION NO. 226276. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: GTF63014002.3

15. TERMS AND CONDITIONS OF CASTLE VALLEY RANCH ANNEXATION AGREEMENT BETWEEN THE TOWN OF NEW CASTLE AND ERIC C. WILLIAMS, RECORDED AUGUST 10, 1983 IN BOOK 632 AT PAGE 542 AS RECEPTION NO. 344589 AND FIRST AMENDMENT RECORDED DECEMBER 31, 1984 IN BOOK 662 AT PAGE 243 ASSOCIATION RECEPTION NO. 358425. AND AMENDMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE 38 AS RECEPTION NO. 401812.
16. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE 281 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996, IN BOOK 966 AT PAGE 679, AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 697292.
17. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF OPTION RECORDED DECEMBER 31, 1996 IN BOOK 1005 AT PAGE 162.
18. EASEMENTS AND RIGHTS OF WAY AS GRANTED TO PUBLIC SERVICE COMPANY IN INSTRUMENT RECORDED NOVEMBER 14, 1995 IN BOOK 958 AT PAGE 592.
19. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED APRIL 07, 1993 IN BOOK 858 AT PAGE 891 AND AT PAGE 889.
20. TERMS, CONDITIONS, AND PROVISIONS OF SUBDIVIDER'S AGREEMENT AS CONTAINED IN INSTRUMENT RECORDED JUNE 07, 1999, IN BOOK 1133 AT PAGE 449.
21. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 07, 1999, IN BOOK 1133 AT PAGE 473.
22. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JUNE 07, 1999 IN BOOK 1133 AT PAGE 503.
23. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 632.
24. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF OBJECTION RECORDED NOVEMBER 05, 2001 IN BOOK 1300 AT PAGE 615.
25. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE 246.
26. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENT AGREEMENT RECORDED OCTOBER 14, 2003 AT RECEPTION NO. 638810.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: GTF63014002-3

27. MATTERS DISCLOSED ON ILC PREPARED BY SURVCO, INC., CERTIFIED OCTOBER 23, 2018, JOB NO. 18.031.
SAID DOCUMENT STORED AS OUR ESI 36391751



LAND TITLE GUARANTEE COMPANY
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, 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 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 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.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
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 as agent 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 your 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 obtain either 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 may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- 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 assess 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 STATED ABOVE OR 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.



Commitment For Title Insurance
Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice, Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specific dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Know": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and allised improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, fee, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance on:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing the insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro forma policy illustrating the coverage that the Company may provide. A pro forma policy neither reflects the status of Title at the time that the pro forma policy is delivered to a Proposed Insured, nor is a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation 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



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
430 Square Avenue South, Minneapolis, Minnesota 55427
612.321.1111

C. Monroe President
David Wald Secretary

Senior Vice President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**Land Title Guarantee Company
Customer Distribution**

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **GTF63014002-3** Date: **08/30/2019**
Property Address: **459 SILVERHORN DRIVE, NEW CASTLE, CO 81647**

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

For Closing Assistance	Closer's Assistant	For Title Assistance
Becky Blanchard 901 GRAND AVENUE #202 GLENWOOD SPRINGS, CO 81601 (970) 930-9812 (Work) (800) 318-8206 (Work Fax) bblanchard@ltgc.com Contact License: CO30323 Company License: CO44565	Karin Batchelder 901 GRAND AVENUE #202 GLENWOOD SPRINGS, CO 81601 (970) 945-2610 (Work) (800) 318-8206 (Work Fax) kbatchelder@ltgc.com Company License: CO44565	Land Title Garfield County Title Team 901 GRAND AVENUE #202 GLENWOOD SPRINGS, CO 81601 (970) 945-2610 (Work) (970) 945-4784 (Work Fax) glenwoodresponse@ltgc.com

Lender - New Loan
BAY EQUITY HOME LOANS
Attention: MICHAEL PICORE
1319 GRAND AVE
GLENWOOD SPRINGS, CO 81601
(970) 456-4821 (Work)
(877) 226-8531 (Work Fax)
mpicore@bayeq.com
Delivered via: Electronic Mail



**Land Title Guarantee Company
Estimate of Title Fees**

Order Number: **GTF63014002-3** Date: **08/30/2019**
Property Address: **459 SILVERHORN DRIVE, NEW CASTLE, CO 81647**
Parties: **JOSEPH VILLACCI AND AMY VILLACCI**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Loan Policy 06-17-06 Bundled rate includes all applicable endorsements and one tax certificate	\$775.00
Endorsement 100-06	\$0.00
Endorsement ALTA 8.1-06	\$0.00
Endorsement ALTA 5-06	\$0.00
Endorsement C-1 (Issued with Commitment)	\$0.00
Tax Certificate	\$0.00
	Total \$775.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Garfield county recorded 11/28/2018 under reception no. 914599
Garfield county recorded 06/11/1999 under reception no. 547173

Plat Map(s):

Garfield county recorded 06/07/1999 under reception no. 546753

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: GTF63014002-3

Customer Ref-Loan No.: 1906069427

Property Address:

459 SILVERHORN DRIVE, NEW CASTLE, CO 81647

1. Effective Date:

07/31/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Loan Policy 06-17-06 Bundled rate includes all applicable
endorsements and one tax certificate

\$285,000.00

Proposed Insured:
BAY EQUITY LLC, ISAOA, ATIMA

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:

JOSEPH VILLACCI AND AMY VILLACCI

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

LOT 5
BLOCK PAS
CASTLE VALLEY RANCH SUBDIVISION
FILING NO. 3 PLANNING AREAS NO. 4 AND 5
TOWN OF NEW CASTLE
ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1999 AS RECEPTION NO. 546753.

COUNTY OF GARFIELD
STATE OF COLORADO

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American Land Title Association.



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: GTF63014002-3

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF DEED OF TRUST DATED NOVEMBER 28, 2018 FROM JOSEPH VILLACCI AND AMY VILLACCI TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF BAY EQUITY LLC TO SECURE THE SUM OF \$285,000.00 RECORDED NOVEMBER 28, 2018, UNDER RECEPTION NO. 914600.
2. DEED OF TRUST FROM JOSEPH VILLACCI AND AMY VILLACCI TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF BAY EQUITY LLC TO SECURE THE SUM OF \$285,000.00.

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

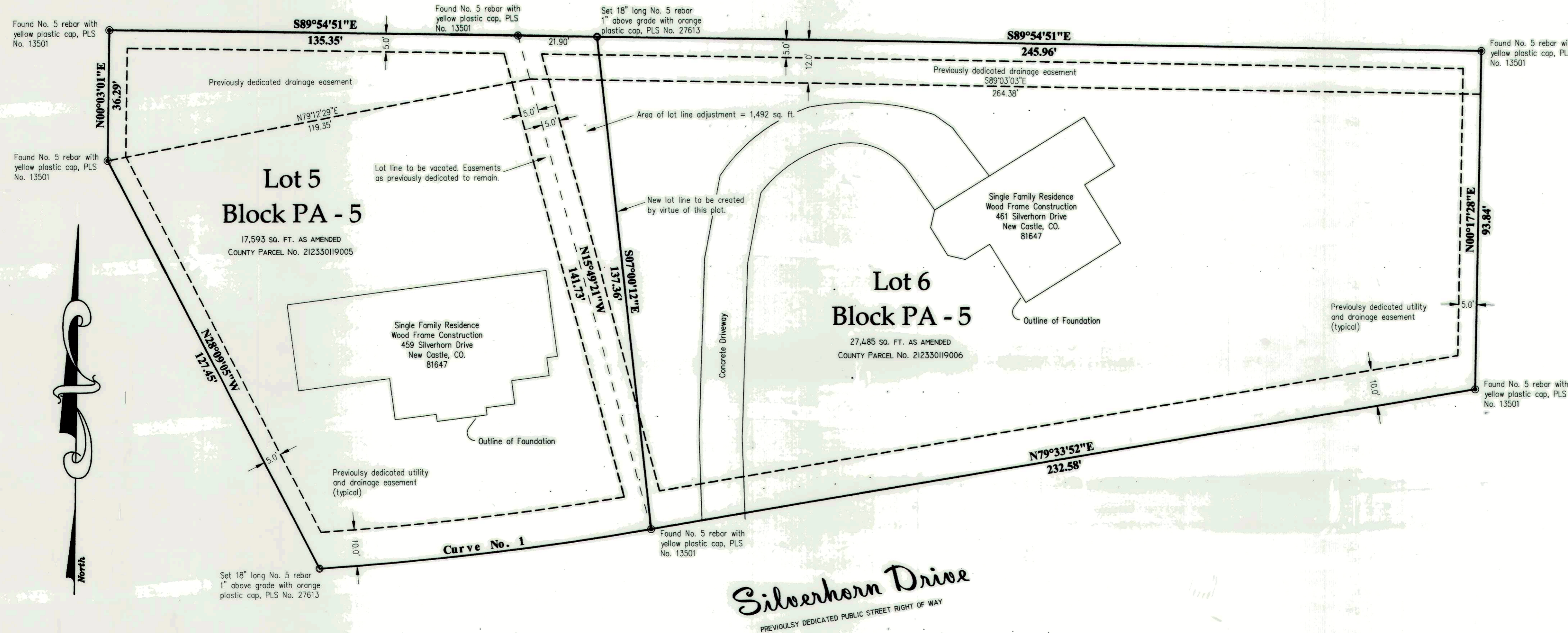
NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

Amended Final Plat

Lots 5 and 6, Block PA - 5 Castle Valley Ranch Filing No. 3

SITUATED IN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO

Basis of Bearings



Certificate of dedication and ownership:

Know all men by these presents that Joseph Villacci and Amy Villacci (Lot 5, Block PA - 5) and Richard D. Nipper and Jennifer J. Nipper (Lot 6, Block PA - 5) being sole owner(s) in fee simple of all that real property described as follows:

Lots 5 and 6, Block PA - 5, Castle Valley Ranch Filing No. 3 according to the final subdivision plat thereof as filed for record under Reception No. 546753 of the records of the Clerk and Recorder of Garfield County, Colorado.

have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designate the same as the Amended Final plat of Lots 5 and 6, Block PA - 5, Castle Valley Ranch Filing No. 3 in the Town of New Castle, County of Garfield, State of Colorado; and do hereby grant to the Town of New Castle, County of Garfield, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only; and so further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the office of the Clerk and Recorder of Garfield County, Colorado in Book 632, Page 961, as amended in Book 966, Page 679, as amended in Reception No. 687292.

As to Lot 5, Block PA - 5, Castle Valley Ranch Filing No. 3

EXECUTED this 16th day of July, A.D. 2020

Joseph Villacci
Joseph Villacci
Amy Villacci
Amy Villacci

STATE OF COLORADO
COUNTY OF GARFIELD) S.S.

The foregoing dedication was acknowledged before me this 16th day of July, A.D. 2020 by Joseph Villacci and Amy Villacci.

My commission expires: 9/8/2020

WITNESS MY HAND AND SEAL:

Jessica Reed
Notary Public

JESSICA REED
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19994021384
My Commission Expires September 8, 2020

As to Lot 6, Block PA - 5, Castle Valley Ranch Filing No. 3

EXECUTED this 16th day of July, A.D. 2020

Richard D. Nipper
Richard D. Nipper
Jennifer J. Nipper
Jennifer J. Nipper

STATE OF COLORADO
COUNTY OF GARFIELD) S.S.

The foregoing dedication was acknowledged before me this 16th day of July, A.D. 2020 by Richard D. Nipper and Jennifer J. Nipper.

My commission expires: 9/8/2020

WITNESS MY HAND AND SEAL:

Jessica Reed
Notary Public

JESSICA REED
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19994021384
My Commission Expires September 8, 2020

Town Administrator Certificate:

This plat approved by the Town Administrator of the Town of New Castle, Garfield County, Colorado, this 14th day of July, 2020, A.D. for filing with the Clerk and Recorder of Garfield County and for conveyance to the Town the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of New Castle for financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town Council.

Samuel D. Phelps
Town Administrator Date 7.14.20

ATTEST:
Mary Johnson
Town Clerk Date 7.14.20



Title insurance company certificate:

I, *Christie Blackard*, an agent authorized by a title insurance company do hereby certify that I have examined the Title to all lands shown upon this Plat and that Title to such lands is vested in *Joseph Villacci, Amy Villacci, Richard D. Nipper, Jennifer J. Nipper* free and clear of all liens and encumbrances (including mortgages, deeds of trust, judgments, easements, contracts and agreements of record affecting the real property in this Plat), except as follows:
All encumbrances of record and any and all taxes.

DATED this 16th day of July, A.D., 2020.

TITLE COMPANY:
Land Title Guarantee Co.

By: Agent

By: Deputy

Lot 6, Block PA - 5 (Nipper) to Lot 5, Block PA - 5 (Villacci)
Castle Valley Ranch Filing No. 3

LEGAL DESCRIPTION

A tract of land being a portion of Lot 6, Block PA - 5, Castle Valley Ranch Filing No. 3 to be merged with Lot 5, Block PA - 5, Castle Valley Ranch Filing No. 3, according to the subdivision plat thereof as filed for record under Reception No. 546753 of the records of the Clerk and Recorder's office, Garfield County, Colorado, said tract of land being situated in Section 30, Township 5 South, Range 90 West of the 6th P.M. and being more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of said Lot 5, Block PA - 5, said point being a rebar and plastic cap PLS No. 13501 found in place, thence along the Easterly line of said Lot 5, Block PA - 5 N.15°49'21"W. 141.73 feet to the Northeast corner of said Lot 5, Block PA - 5, said point being a rebar and plastic cap, PLS No. 13501 being found in place; thence along the North line of said Lot 6, Block PA - 5 S.89°54'51"E. 21.90 feet; thence departing said North line S.07°00'12"E. 137.36 feet to the Point of Beginning.

The above described tract of land contains an area of 1,492 square feet or 0.0343 acres as described herein.

Bearings as recited in this description are relative to a record bearing of S.89°54'51"E. for the line between the Northwest corner of said Lot 5, Block PA - 5 and the Northeast corner of said Lot 6, Block PA - 5. Both locations being monumented with a rebar and plastic cap, PLS No. 13501 and being found in place.

All linear dimensions as recited in this description are in US Survey feet.

By: Samuel D. Phelps
Colorado Licensed Professional
Land Surveyor No. 27613
For and on the behalf of
SurvCo, Inc., a Colorado Corporation

Clerk and recorder's certificate:

This plat was filed for record in the Office of the Clerk and Recorder at 9:09 o'clock A.M., 2020, and is duly recorded under Reception No. 928458. DRAWER 23A FEE 13.00

Clerk and Recorder
By: Deputy

CONFIRMED COPY

Lienholder consent and subordination (Lot 5, Block PA - 5):

The undersigned lienholder hereby consents to and approves the recording of this plat and hereby subordinates its lien recorded as Reception number 211333 in the real property records for Garfield County thereto.

Lienholder: Mortgage Electronic Registration Systems, Inc. as mortgagee, as nominee for Bay Equity, LLC its successors and assigns

By: *Thomas Hughes*
Title: *Vice President*

STATE OF *Arkansas* S.S.
COUNTY OF *Pulaski*

The foregoing Lienholder consent and subordination was acknowledged before me this 9 day of July, A.D. 2020 by *Mina Sue Fritchett*

My commission expires: 07-07-2024

WITNESS MY HAND AND SEAL:

Mina Sue Fritchett
Notary Public

MINA SUE FRITCHETT
PULASKI COUNTY
NOTARY PUBLIC - 48944848
My Commission Expires July 07, 2024
Commission No. 1260000

Lienholder consent and subordination (Lot 6, Block PA - 5):

The undersigned lienholder hereby consents to and approves the recording of this plat and hereby subordinates its lien recorded as Reception number 211333 in the real property records for Garfield County thereto.

Lienholder: TIAA Bank
301 West Bay Street
Jacksonville, FL 32202

By: *Julia McCombs*
Title: *Vice President*

STATE OF *FLORIDA* S.S.
COUNTY OF *DUVAL*

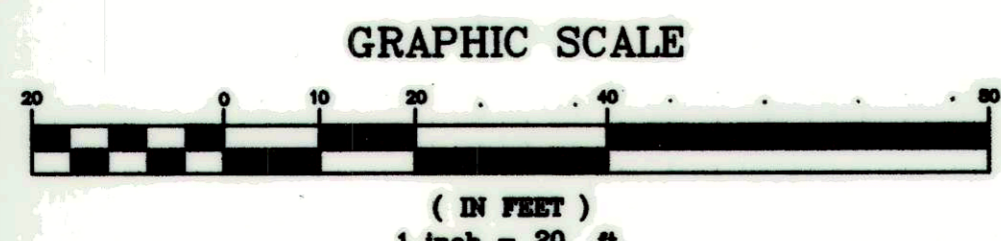
The foregoing Lienholder consent and subordination was acknowledged before me this 16 day of July, A.D. 2020 by *Jeaney Golden*

My commission expires: 4/5/22

WITNESS MY HAND AND SEAL:

Jeaney Golden
Notary Public

Jeaney Golden
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG168829
Expires 4/5/2022



SurvCo, Inc.
Professional Land Surveying Services
"Serving Western Colorado since 1991"
826-1/2 Grand Avenue
Post Office Box 2782
Glenwood Springs, CO. 81602-2782
Phone: (970) 945-5945 Email: survco@gmail.com

Sheet 1 of 1	Client: Joe Villacci	Date: Feb. 25, 2020	
Drawn By: S. Phelps	Job No.: 18.031	.dwg file: 18.031.002	
		2 sdp 06/20/2020 to final	
		1 sdp 04/14/2020 per town and attorney comments	
		NO. BY DATE REVISION DESCRIPTION	

Curve No.	Arc Length	Radius	Central Angle	Chord Bearing	Chord Distance	Tangent Distance
Curve No. 1	92.83'	898.63'	5°55'08"	N82°29'12"E	92.79'	46.46'