



LAND TITLE GUARANTEE COMPANY
255 ANGLERS DRIVE, SUITE B
STEAMBOAT SPRINGS, CO 80477
Phone: (970) 870-2822
Fax: (877) 375-5031

**"PURCHASERS"
STATEMENT OF
SETTLEMENT**

PROPERTY ADDRESS: 26200 FSR 409, CLARK, CO 80428

SELLER(S): MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS

BUYER(S): GREG IAFELIECE AND PAIGE FIGI

SETTLEMENT DATE: May 21, 2021

DATE OF PRORATION: May 21, 2021

DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	2,795,000.00	
Earnest Money from LTGC - Earnest Money		1,000,000.00
Title Fees - Land Title Guarantee Company		
Total for Endorsements (DELETION)	37.50	
Tax Certificate	26.00	
Closing Fees - Land Title Guarantee Company		
Closing Fee to Land Title Guarantee Company	170.00	
Recording Fees - Land Title Guarantee Company		
Warranty Deed	23.00	
Bargain and Sale Deed - Water Rights	23.00	
Documentary Fee to Land Title Guarantee Company	279.50	
Real Estate Tax - ROUTT COUNTY TREASURER		
Current Year Property Taxes R4164752 01/01/2021 to 05/21/2021 @ \$12.3202/day		1,724.83
Miscellaneous Charges		
Seller credit to buyer		25,000.00
SubTotals	2,795,559.00	1,026,724.83
Due from Buyer/Borrower		1,768,834.17
Totals	2,795,559.00	2,795,559.00

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)

Greg Iafeliece

Greg Iafeliece Signed 05/19/21 at 03:18PM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM

REAL ESTATE BROKER:

STEAMBOAT SOTHEBY'S INTERNATIONAL REALTY

Andrew Polski

Andrew Polski Signed 05/20/21 at 03:12PM

LAND TITLE CLOSING AGENT:

Kendra Thomas

Kendra Thomas



Disclaimer

The undersigned hereby confirm their understanding that LAND TITLE GUARANTEE COMPANY hereby disclaims any and all liability for the tax consequences to the undersigned including whether such transaction complies with Section 1031 of the Internal Revenue Code as a result of conducting a closing for the property described as:

**THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE OF
COLORADO.**

THE UNDERSIGNED hereby further confirm and represent to LAND TITLE GUARANTEE COMPANY that they have either (i) sought independent legal or tax counsel concerning the tax ramifications of the transaction described in the above-referenced contract or, (ii) have waived the same and are in no way relying on LAND TITLE GUARANTEE COMPANY as to the tax ramifications of the transaction.

Executed on *this day of May 21st, 2021*

SELLER(S)

BUYER(S)

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 4/10/2021

1. PARTIES, PROPERTY. Matthew R Hildebrand and Megan Ellen Lantis, (Seller), and Greg Iafeliece and Paige Figi, (Buyer), engage Land Title Guarantee Company, (Closing Company), who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 26200 FSR 409, Clark, CO 80428, and more fully described in the Contract to Buy and Sell Real Estate, dated 04/07/2021, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☒ **Agrees** ☐ **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.

3. INFORMATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to, deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. PREPARATION OF DOCUMENTS. The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

4.1 Deed. If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company

41 harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the
42 real estate broker working with either the Buyer or the Seller is not responsible for reviewing or
43 approving any deed not prepared by the real estate broker.

44 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract
45 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
46 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
47 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is
48 recommended that it be reviewed and approved by their respective attorneys.

49 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
50 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
51 Closing Statements will be prepared in accordance with the Contract and written instructions from the
52 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
53 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
54 Agreement to Amend/Extend Contract.

55 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 550.00 for providing closing and
56 settlement services (Closing Fee).

57 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
58 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
59 §§10, 11 and 12.

60 **7. DISBURSER.** Closing Company must disburse all funds, including real estate commissions,
61 except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company
62 or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can
63 assure that payoff of loans and other disbursements will actually be made.

64 **8. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
65 ☐ **Cashier's Check**, at Seller's expense ☒ **Funds Electronically Transferred** (wire transfer) to an
66 account specified by Seller, at Seller's expense ☐ **Closing Company's** trust account check.

67 **9. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime
68 Buyer or Seller is supplying confidential information, such as social security numbers, bank account
69 numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or
70 in another secure manner.

71 **10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date
72 set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to
73 return all documents, monies and things of value to the depositing party, upon which Closing Company
74 will be relieved from any further duty, responsibility or liability in connection with these Closing
75 Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by
76 Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's
77 lender.

78 **11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute),
79 if the Earnest Money is being held by Closing Company and has not already been returned following
80 receipt of a Notice to Terminate or other written notice of termination, Closing Company must release
81 the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such

82 release of Earnest Money must be made within five days of Closing Company's receipt of the written
83 mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

84 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
85 (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest
86 Money, Closing Company is not required to take any action. Closing Company, at its option and sole
87 subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest
88 Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal
89 fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a
90 Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
91 lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing
92 Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does
93 receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Closing
94 Company must disburse the Earnest Money pursuant to the Order of the Court.

95 **13. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing
96 Instructions must be in writing and signed by Buyer, Seller and Closing Company.

97 **14. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
98 will submit any required Change in Ownership form or registration of existing well form to the Division of
99 Water Resources in the Department of Natural Resources (Division), with as much information as is
100 available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required
101 form.

102 **15. FIRPTA AND COLORADO WITHHOLDING.**

103 **15.1 FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any
104 reasonably requested documents to determine Seller's foreign person status. If withholding is required,
105 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it
106 to the Internal Revenue Service.

107 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any
108 reasonably requested documents to determine Seller's status. If withholding is required under
109 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's
110 proceeds and remit it to the Colorado Department of Revenue.

111 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
112 Colorado Real Estate Commission.)

113 none

114 **17. COUNTERPARTS.** This document may be executed by each party, separately, and when each
115 party has executed a copy, such copies taken together are deemed to be a full and complete contract
116 between the parties.

117 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this
118 transaction, copies of all signed documents that such real estate brokers are required to maintain
119 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both
120 Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers
121 involved in the transaction.

122 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

123 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in
124 writing, except as provided in §19.2 and is effective when physically received by such party.

125 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
126 electronic form to another party at the electronic address of the recipient by facsimile, email or
127 CTME software.

128 **19.3 Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by:
129 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the
130 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile
131 number (Fax No.) of the recipient.

132 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are
133 governed by and construed in accordance with the laws of the State of Colorado that would be
134 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

Greg Lafeliece

Date: 4/14/2021

Buyer: *Greg Lafeliece*

Address:

Phone No.:

Fax No.:

Email Address:

Paige Figi

Date: 4/14/2021

Buyer: *Paige Figi*

Address:

Phone No.:

Fax No.:

Email Address:

Matthew R Hildebrand

Date: 4/12/2021

Seller: *Matthew R Hildebrand*

Address:

Phone No.:
Fax No.:
Email Address:

Megan Ellen Lantis

Date: 4/12/2021

Seller: *Megan Ellen Lantis*

Address:

Phone No.:
Fax No.:
Email Address:

Closing Company's Name: Land Title Guarantee Company

Melissa Gibson

Date: 5/20/2021

By: *Melissa Gibson*

Authorized Signature Title:

Address: 225 Anglers Drive, Suite B
Steamboat Springs, CO 80477

Phone No.: 970-870-2822

Fax No.: 866-360-5890

Email Address: mgibson@ltgc.com

CL8-5-19. CLOSING INSTRUCTIONS

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**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980
(26 U.S.C. 1445) ("FIRPTA")**

CERTIFICATION BY TRANSFEROR (INDIVIDUAL)

(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))

To: **GREG IAFELIECE AND PAIGE FIGI**, Transferee (Buyer)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest, I **MATTHEW R. HILDEBRAND**, (transferor), hereby certify the following:

1. I am not a foreign person (as defined in the Internal Revenue Code and Income Tax Code and Income Tax Regulations) for purposes of U. S. Income taxation;
2. My U. S. taxpayer identifying number (Social Security number) is

[REDACTED] and [REDACTED]

3. My home address is

[REDACTED]

4. I understand that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.
5. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Date: **May 21, 2021**

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, <https://www.irs.gov/>
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.





FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980
(26 U.S.C. 1445) ("FIRPTA")

CERTIFICATION BY TRANSFEROR (INDIVIDUAL)

(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))

To: **GREG IAFELIECE AND PAIGE FIGI**, Transferee (Buyer)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest, I **MEGAN ELLEN LANTIS**, (transferor), hereby certify the following:

1. I am not a foreign person (as defined in the Internal Revenue Code and Income Tax Code and Income Tax Regulations) for purposes of U. S. Income taxation;
2. My U. S. taxpayer identifying number (Social Security number) is

[REDACTED] and [REDACTED]

3. My home address is

[REDACTED]

4. I understand that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.
5. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Date: **May 21, 2021**

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, <https://www.irs.gov/>
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.



Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **26200 FSR 409, CLARK, CO 80428**

Real Estate Taxes

Tax Acct #: R4164752

Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy

Land Assessment 2021: \$10,540.00

Improvement Assessment 2021: \$61,340.00

Mill Levy 2021: 62.5610

Percentage of Tax: 100.000%

Total Estimated Taxes: \$4,496.88

☐ Other:

This adjustment shall be:

☒ A final settlement.

☐ Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

☒ No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

☐ Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on _____.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of **May 21st, 2021**

Seller(s)

Buyer(s)

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM



Utility Agreement

No Adjustment for Water and Sewer

At the closing of **26200 FSR 409, CLARK, CO 80428** (Property Address) on **May 21st, 2021** (Date), by Land Title Guarantee Company, both the Buyer(s) and Seller(s) fully understand that Land Title Guarantee Company DOES NOT notify the telephone company, the electric and/or gas company(s), the cable company or the Seller's present insurance company to cancel or transfer to the new owners, any of the above.

IT IS THE SELLER(S) RESPONSIBILITY to call the gas and/or electric company for a final reading and to give them your forwarding address for the final bill. It is also the Seller(s) responsibility to notify your telephone company, cable company, trash company and your present insurance agent.

IT IS THE BUYER(S) RESPONSIBILITY to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

The final reading of the metered water/sewer account or the proration of the standard bill is to be handled on **May 21, 2021**.

LAND TITLE GUARANTEE COMPANY is escrowing _____ from the Seller(s) and/or \$ _____ from the Buyer(s).

The Parties hereto further agree to the following:

* It is hereby agreed by the undersigned Seller(s) and Buyer(s) that Land Title Guarantee Company has not asked for a final reading of the metered water and sewer account or calculated any escrows or prorations of any standard bills, included water, sewer and storm drainage. Furthermore, Land Title Guarantee Company makes no representations or guarantee as to the status of said account(s). The Seller(s) and Buyer(s) herein agree to hold Land Title Guarantee Company or its underwriter harmless for any penalties for non-payment.

FURTHER, Seller acknowledges that there [] is [**X**] is not currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association. Land Title Guarantee Company is hereby instructed to pay the amount stated on said status letter.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.

This Agreement was made and executed this day of **May 21st, 2021**

Seller:

Buyer:

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM



DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$75.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of **May 21st, 2021**.

Seller(s):

Buyer(s):

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



Bill of Sale

For good and valuable consideration paid by Buyer to Seller, the receipt of which is hereby acknowledged, **MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS (Seller)** of the County of **Pasco**, in the State of **Florida** hereby sells, assigns and conveys, free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **NONE**, to **GREG IAFELIECE AND PAIGE FIGI** and Buyer's personal representatives, successors and assigns (collectively the **Buyer**), of County of **El Paso**, in the State of **Colorado**, the following personal property, located at **26200 FSR 409, CLARK, CO 80428** all as stated in Section 2.5 Inclusions and 2.6 Exclusions of the Contract to Buy and Sell Real Estate (Residential) dated **April 06, 2021** and entered into between the Seller and Buyer:

2.5.1 Inclusions-Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of the Contract, such additional items are also included in the Purchase Price.

2.5.2 Inclusions - Not Attached. If on the Property, whether attached or not on the date of the Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.4 Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

2.6 Exclusions. The following items are excluded: **Seller to remove above ground fuel tank and all furnishings from property. Seller to supply Excluded Items List including but not limited to piano.**

Executed by the Seller on **May 21st, 2021**

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM



Approval of Deed, Bill of Sale and Tenancy

The undersigned **GREG IAFELIECE AND PAIGE FIGI** Buyer(s) hereby acknowledge that they intend to take title to the following described property:

**THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-
QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT,
STATE OF COLORADO.**

As ☒ Joint Tenants ☐ Tenants in Common ☐ Other _____

Whose mailing address is: **1750 STELLA DR, Colorado Springs, CO 80921**

They have reviewed the **SPECIAL WARRANTY DEED** and **Bill of Sale** dated **May 21st, 2021** from **MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS** to **GREG IAFELIECE AND PAIGE FIGI** and by their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: **May 21, 2021**

Greg Iafeliece

Greg Iafeliece Signed 05/19/21 at 03:18PM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM



Purchaser's Final Affidavit and Agreement

File No: **30026492**

RE: Real property and improvements located at: **26200 FSR 409, CLARK, CO 80428**, in the County of **Routt** State of Colorado, and more particularly described in the Commitment issued under the above Commitment No. **30026492** (the "Property").

**THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT, STATE
OF COLORADO.**

The Purchaser (the "Purchaser") of the Property, hereby makes the following representations to Land Title Guarantee Company, and any title insurance company for which the Company is agent (collectively the "Company"), with full knowledge and intent that the Company shall rely thereon:

1. The Purchaser has not contracted with, or hired, any person or contractor to furnish services, labor or materials, including any person to furnish architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance, of improvements on the Property, within the last 120 days.
2. If any person or contractor, within the last 120 days, has furnished services, labor or materials, including any person who has furnished architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance of improvements on the Property, at the request or on behalf, of the Purchaser, such person or contractor has been paid in full. A complete description of such work or service with all payment information is attached.
3. The Purchaser has not entered into any contract or other agreement creating any right, interest or lien on the Property, or whereby the Property or any portion thereof has been leased. (If all or a portion of the Property is in possession of tenants, or under lease, attach a detailed rent roll with copies of the lease agreement(s)).
4. The Purchaser has taken, or will take, possession of the premises on **05/21/2021**.
5. The full purchase price has been paid by the Purchaser to Seller.

In light of the foregoing facts and representations, the Purchaser, in consideration of the issuance by the Company of a policy of Title Insurance covering Property, in the form set out in the Commitment, hereby promises, covenants and agrees to hold harmless, protect and indemnify the Company, from and against those liabilities, losses, damages, expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation which the Company may incur, arising out of any inaccuracies in the above representations.

Greg Iafeliece

Greg Iafeliece Signed 05/19/21 at 03:18PM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM





State Documentary Fee
Date: May 21, 2021
\$279.50

Special Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **MATTHEW R. HILDEBRAND**, as to an undivided 50% interest AND **MEGAN ELLEN LANTIS**, as to an undivided 50% interest, whose street address is **19442 AUTUMN CHASE CT, LAND O LAKES, FL 34638**, City or Town of **LAND O LAKES**, County of **Pasco** and State of **Florida**, for the consideration of **(\$2,795,000.00) ***Two Million Seven Hundred Ninety Five Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **GREG IAFELIECE AND PAIGE FIGI**, as Joint Tenants whose street address is **1750 STELLA DR, Colorado Springs, CO 80921**, City or Town of **Colorado Springs**, County of **El Paso** and State of **Colorado**, the following real property in the County of **Routt** and State of **Colorado**, to wit:

See Attached "Exhibit A"

also known by street and number as: **26200 FSR 409, CLARK, CO 80428**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

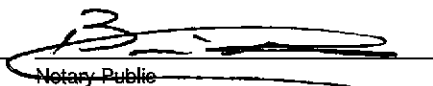
Signed this day of MAY 19, 2021.


Matthew R. Hildebrand

State of FL)
)ss.
County of PASCO)

The foregoing instrument was acknowledged before me on this day of May 19, 2021 by **MATTHEW R. HILDEBRAND** By means of physical Presence.

Witness my hand and official seal

My Commission expires: May 28, 2021 
Notary Public



Brian Steinbach
State of Florida
My Commission Expires 05/28/2021
Commission No. GG 97230

When recorded return to: **GREG IAFELIECE AND PAIGE FIGI**
1750 STELLA DR, Colorado Springs, CO 80921



Signed this day of 5/18/21.

Megan Ellen Lantis
Megan Ellen Lantis

State of Nebraska)
County of Lincoln)ss.
)

The foregoing instrument was acknowledged before me on this day of May 18, 2021 by **MEGAN ELLEN LANTIS**

Witness my hand and official seal

My Commission expires: 12/14/21 Ashley A Childers

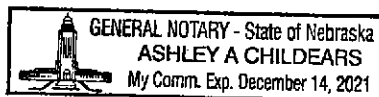


Exhibit A

Escrow No. 30026492

THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-
QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT,
STATE OF COLORADO.

TOGETHER WITH THE LAND COMMENCING AT AP 4 OF TRACT 50, SECTION 21, TOWNSHIP 10 NORTH,

RANGE 85 WEST OF THE 6TH P.M.;

THENCE S 89° 30' 21" E 25 FEET;

THENCE S 0° 04' 43" W 45 FEET;

THENCE N 89° 30' 21" W 25 FEET TO THE WEST LINE OF SAID TRACT 50;

THENCE N 0° 04' 43" E 45 FEET TO THE POINT OF BEGINNING,

COUNTY OF ROUTT, STATE OF COLORADO.

Bargain and Sale Deed
(Water Rights)


THIS DEED, made on **May 21st, 2021** by **MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS** Grantor(s), of the County of **Pasco** and State of **Florida** for the consideration of *****Ten Dollars and Other Good and Valuable Consideration***** dollars in hand paid, hereby sells and conveys to **GREG IAFELIECE AND PAIGE FIGI** Grantee(s), Joint Tenants whose street address is **1750 STELLA DR, Colorado Springs, CO 80921** County of **El Paso**, State of **Colorado**, the following described water rights:

Springs known as Margie Spring No. 1, Megan Spring No. 1, and Maypo Spring No. 1

Appurtenant to:

See attached "Exhibit A"

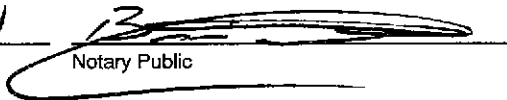
also known by street and number as **26200 FSR 409, CLARK, CO 80428**


Matthew R. Hildebrand

State of **FL**)
County of **PASCO**) ss.

The foregoing instrument was acknowledged before me on this day of **May 19, 2021** by **MATTHEW R. HILDEBRAND** **By means of physical presence.**

Witness my hand and official seal

My Commission expires: **May 28, 2021** 
Notary Public



Brian Steinbach
State of Florida
My Commission Expires 05/28/2021
Commission No. GG 97230



When recorded return to: **GREG IAFELIECE AND PAIGE FIGI**
1750 STELLA DR, Colorado Springs, CO 80921



Megan Ellen Lantis

Megan Ellen Lantis

State of Nebraska

)

)ss.

County of Lincoln

)

The foregoing instrument was acknowledged before me on this day of 5/18/21 by **MEGAN ELLEN LANTIS**

Witness my hand and official seal

My Commission expires: 12/14/21

Notary Public

Ashley A Childers

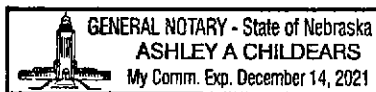


Exhibit A

THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST
ONE-QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
ROUTT, STATE OF COLORADO.

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder.

QUIT CLAIM DEED

THIS DEED, Made this 31st day of July, 19 91,
between

George C. Maneotis

of the *County of Routt and State of

Colorado, grantor, and Herbert W. Hildebrand and Marjorie
E. Hildebrand

whose legal address is P.O. Box 882838
Steamboat Springs, Colorado
80488

of the County of Routt and State of Colorado, grantees,

WITNESSETH, That the grantor, for and in consideration of the sum of

ten and no/100- - - - - DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantees, their heirs, successors and assigns forever, not in tenancy in common, but in joint tenancy, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Routt and State of Colorado, described as follows:

Commencing at Ap 4 of Tract 50, Section 21, Township 10 North,
Range 85 West of the 6th P.M.;
Thence S 89°30'21" E 25 feet;
Thence S 0°04'43" W 45 feet;
Thence N 89°30'21" W 25 feet to the west line of said Tract 50;
Thence N 0°04'43" E 45 feet to the point of beginning.

also known by street and number as:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

George C. Maneotis

STATE OF COLORADO,

County of Routt

} ss.

The foregoing instrument was acknowledged before me in the County of Routt,
State of Colorado, this 31st day of July, 19 91,
by

My commission expires, 19 . Witness my hand and official seal

PETER K. BAILLIE
Notary Public, State of Colorado
County of Routt
My Commission Expires April 23, 1994

Peter K. Baillie
Notary Public

*If in Denver, insert "City and."

State Documentary Fee
Date: 5/21/2021
\$0.00
No Doc Fee Required

Quit Claim Deed
(Pursuant to C.R.S. 38-30-113(1)(d))

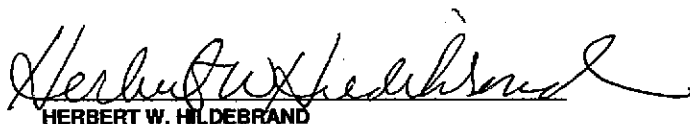
Grantor(s), **HERBERT W. HILDEBRAND**, whose street address is **4502 ANTIETAM CREEK TRAIL, ANTIETAM CREEK TRAIL, LEESBURG, FL 34748**, City or Town of **LEESBURG**, County of **LAKE** and State of **FLORIDA**, for the consideration of *** Ten Dollars and Other Good and Valuable Consideration *** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **MATTHEW R. HILDEBRAND AS TO AN UNDIVIDED 50% INTEREST AND MEGAN ELLEN LANTIS AS TO AN UNDIVIDED 50% INTEREST**, as Tenants in Common whose street address is **19442 AUTUMN CHASE CIR**, City or Town of **LAND O' LAKES**, County of **PASCO** and State of **FLORIDA** the following real property in the County of **Routt** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as **26200 FSR 409, CLARK, CO 80428**

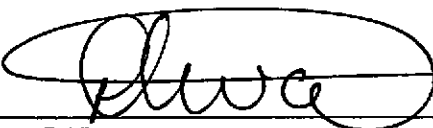
with all its appurtenances.

Signed this day of May 18, 2021.

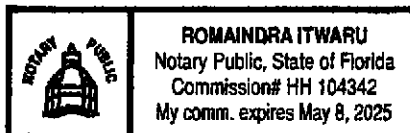

HERBERT W. HILDEBRAND

State of **FLORIDA**)
)ss
County of **LAKE**)

The foregoing instrument was acknowledged before me on this day of 18th May 2021 by
HERBERT W. HILDEBRAND



Notary Public
My Commission expires 5-8-2025



When recorded return to: **MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS**



Exhibit A

Escrow No. 30026492

COMMENCING AT AP 4 OF TRACT 50, SECTION 21, TOWNSHIP 10 NORTH,

RANGE 85 WEST OF THE 6TH P.M.;

THENCE S 89° 30' 21" E 25 FEET;

THENCE S 0° 04' 43" W 45 FEET;

THENCE N 89° 30' 21" W 25 FEET TO THE WEST LINE OF SAID TRACT 50;

THENCE N 0° 04' 43" E 45 FEET TO THE POINT OF BEGINNING

State Documentary Fee
Date: 5/21/2021
\$0.00
No Doc Fee Required

Quit Claim Deed

(Pursuant to C.R.S. 38-30-113(1)(d))

Grantor(s), **MATTHEW R. HILDEBRAND AND MEGAN ELLEN LANTIS**, whose street address is **19442 AUTUMN CHASE CIR**, City or Town of **LAND O' LAKES**, County of **PASCO** and State of **FLORIDA, 34638**, for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **MATTHEW R. HILDEBRAND AS TO AN UNDIVIDED 50% INTEREST AND MEGAN ELLEN LANTIS AS TO AN UNDIVIDED 50% INTEREST** as Tenants in Common whose street address is **19442 AUTUMN CHASE CIR**, City or Town of **LAND O' LAKES**, County of **PASCO** and State of **FLORIDA**, the following real property in the County of **Routt** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as **26200 FSR 409, CLARK, CO 80428**

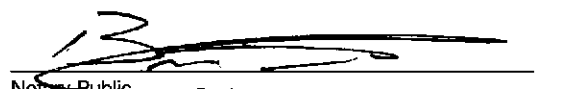
with all its appurtenances.

Signed this day of **May 19**, 2021.


MATTHEW R. HILDEBRAND

State of **FL**)
)ss
County of **PASCO**)

The foregoing instrument was acknowledged before me on this day of **MAY 19, 2021** by **MATTHEW R. HILDEBRAND** **BY MEANS OF PHYSICAL PRESENCE.**


Notary Public
My Commission expires **MAY 28, 2021**



Brian Steinbach
State of Florida
My Commission Expires 05/28/2021
Commission No. GG 97230



Signed this day of May 18, 2021.

Megan Ellen Lantis
MEGAN ELLEN LANTIS

State of Nebraska)
)ss
County of Lincoln)

The foregoing instrument was acknowledged before me on this day of 5/18/21 by
MEGAN ELLEN LANTIS

Ashley A Childears
Notary Public
My Commission expires 12/14/21

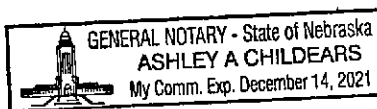


Exhibit A

Escrow No. 30026492

**THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-
QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT,
STATE OF COLORADO.**

(TD-1000)
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

26200 FSR 409, CLARK, CO 80428

2. Type of Property purchased: ☒ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res ☐ Commercial
☐ Industrial ☐ Agricultural ☐ Mixed Use ☐ Vacant Land ☐ Other _____

3. Date of Closing: **May 21, 2021**

Date of Contract if different than date of closing: **April 06, 2021**

4. Total sale price: Including all real and personal property. **\$2,795,000.00**
Contracted price (if different from final sale price) **\$2,795,000.00**

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Personal Property Total:	\$ _____

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sales price include a trade or exchange of additional real or personal property? ☐ Yes ☒ No

If yes, give the approximate value of the goods or services as of the date of closing. \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? ☒ Yes ☐ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased: _____ %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. ☐ Yes ☒ No

9. Please mark type of sale: ☐ Builder (new construction) ☒ Public (MLS or Broker Representation)

☐ Private (For Sale By Owner) ☐ Other (describe) _____

10. Check any of the following that apply to the condition of the improvements at the time of purchase:

☐ New ☐ Excellent ☐ Good ☒ Average ☐ Fair ☐ Poor ☐ Salvage



If the property is financed, please complete the following:

11. Type of financing: (Check all that apply)

- ☒ None (all cash or cash equivalent)
☐ New/Mortgage Lender (government-backed or conventional bank loan)
☐ New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
☐ Seller (buyer obtained a mortgage directly from the seller)
☐ Assumed (buyer assumed an existing mortgage)
☐ Combination or Other: Please explain _____

12. Total amount financed: _____

13. Terms:

- Variable Starting interest rate % _____
☐ Fixed Interest rate % _____
Length of time **years** _____
Balloon Payment ☐ Yes ☐ No If yes, amount **\$0.00** Due Date _____

14. Mark any that apply:

- ☐ Seller assisted down payment
☐ Seller concessions
☐ Special terms of financing

If marked, please specify: _____

15. Was an independent appraisal obtained in conjunction with this transaction? ☐ Yes ☐ No

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 16-18 if applicable. Otherwise, skip to #19 to complete.

16. Did the purchase price include a franchise or license fee? ☐ Yes ☐ No

If yes, franchise or license fee value? _____

17. Did the purchase price involve an installment land contract? ☐ Yes ☐ No

If yes, date of contract: _____

18. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? ☐ Yes ☐ No

Remarks: Please include any additional information concerning the sale you may feel is important.

19. Signed on this day of **May 21, 2021**

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of ☒ Grantee(Buyer) ☐ or Grantor(Seller)

Greg Iafeliece

Greg Iafeliece Signed 05/19/21 at 03:18PM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM

20. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

GREG IAFELIECE AND PAIGE FIGI

1750 STELLA DR, Colorado Springs, CO 80921

Phone: (719) 648-8724

Email: Paigefigi@gmail.com, springsyeti@gmail.com

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.

Escrow Agreement

Date: **May 21, 2021**

Escrow Number: **30026492**

Closer: **Kendra Thomas**

The undersigned deposit with Land Title Guarantee Company, a Colorado Limited Liability Company, as Escrow Holder (the "Escrow Holder"), the items set forth in Schedule A, to be held by Escrow Holder subject to the terms of this Escrow Agreement, the General Provisions to the Escrow Agreement and the Special Instructions in Schedule B (collectively, the "Escrow Agreement").

"Schedule A"
(Deposits)

\$10,000.00 From SELLER

"Schedule B"
(Special Instructions)

- ☐ Special Instruction No. 1 (Repairs) Attached
- ☐ Special Instruction No. 1A (Completion) Attached
- ☐ Special Instruction No. 2 (Lender Completion Instructions) Attached
- ☐ Special Instruction No. 3 (Indemnity Agreement – Cash Deposit) Attached
- ☐ Special Instruction No. 4 (Depository Instructions) Attached
- ☐ Special Instruction No. 5 (F.I.R.P.T.A)
- ☒ Special Instruction No. 6A (Resolution of Miscellaneous Issues)
- ☐ Special Instruction No. 6B (Dissolution of Marriage)
- ☐ Special Instruction No. 6C (Post-Closing Occupancy Agreement)
- ☐ Special Instruction No. 6D (Pending Court Action)
- ☐ All others (See attached Exhibit "A")

The parties to the Escrow Agreement, by their signature below, acknowledge and agree that they have read, and will be bound by the Escrow Agreement, including the General Provisions to the Escrow Agreement, and the Special Instructions in Schedule B.

Seller(s)
(if applicable)

Buyer/Borrower(s)
(if applicable)

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM



Address: **19442 AUTUMN CHASE CT**
LAND O LAKES, FL 34638
Phone #: _____
Fax #: _____
Email: _____
Contact: _____

Lender:
(If applicable)

By: _____
Address: _____

Phone #: _____
Contact: _____

Any correspondence regarding this escrow shall be addressed to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111
Attn: Escrow Coordinator
Phone: 303-321-1880
Fax: 303-399-8193
Email: disb@ltgc.com

Address: **1750 STELLA DR**
Colorado Springs, CO 80921
Phone #: _____
Fax #: _____
Email: _____
Contact: _____

Escrow Fees to be as Follows:

(a) Set up Fee: **\$150.00**
(b) Miscellaneous: _____

Note: After the issuance of four (4) checks, a fee of \$10.00 per
check will be made for each additional check.

Receipt of the Escrow Deposit and acceptance of the Escrow
Agreement hereby acknowledged by:
Land Title Guarantee Company - Escrow Holder

Kendra Thomas

Kendra Thomas

Land Title Guarantee Company
General Provisions to the Escrow Agreement

1. Notices.

Any notices required or permitted to be given under the Escrow Agreement shall have been deemed to have been served:

- i. one business day after the notice is hand delivered with proof of receipt by the addressee, or
- ii. one business day after transmission by facsimile evidencing confirmation of receipt by the receiving facsimile machine, or
- iii. one business day after transmission by email evidencing confirmation of receipt by the receiving email address, or
- iv. if reputable overnight courier (such as United Parcel Service or Federal Express) is used, on the immediately following business day after notice is sent for overnight delivery, or
- v. if the United States Mail is used, on the third business day after the notice is deposited in the United States Mail, postage prepaid;

Provided in each case such notice is addressed to the parties at the addresses given on the first page of this Escrow Agreement.

2. Reliance on Notice.

Escrow Holder may act in reliance upon any writing or instrument or signature which Escrow Holder, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized so to do.

3. Laws Relating to Unclaimed Funds.

Seller and Buyer are hereby advised that unclaimed funds may be payable to the State at some future date pursuant to unclaimed property laws, and should Escrow Holder pay any such funds held in the Escrow Deposit, Escrow Holder shall be released from all further responsibility under the Escrow Agreement and shall not be liable to any Party so long as such payment was made pursuant to applicable law.

4. Escrow Deposit and Interest Earned on Escrow Deposit.

- a. Upon receipt of written direction of the parties along with a completed W-9 any money comprising the Escrow Deposit will be invested in an interest bearing account.
- b. Deposits of \$100,000.00 or more may be directed by the parties hereto to other types of investments, or the Escrow Holder may invest the Escrow Deposit in Repurchase Agreements for U.S. Treasury obligations or other Federal agency issued securities.
- c. Escrow Holder shall not be responsible for maximizing the yield on the Escrow Deposit. Under no circumstances shall Escrow Holder be liable for loss of funds due to bank or other Institution failure, including employees or agents thereof, suspension or cessation of business, or any action or inaction on the part of the bank or other institution, or any delivery service transporting funds to and from the institution.
- d. All parties hereto shall execute and deliver to Escrow Holder all forms required by federal, state or other governmental agencies relative to taxation matters and Escrow Holder will file appropriate 1099 or other required forms.

5. Fees and Expenses of Escrow Holder.

- a. The Escrow Holder shall be entitled to reimbursement in full, or may demand payment in advance, for all costs, expenses, charges, fees or other payments made or to be made by Escrow Holder in the performance of Escrow Holder's duties and obligations under the Escrow Agreement.
- b. The parties to the Escrow Agreement are jointly and severally liable for the payment to Escrow Holder of all fees and expenses. Escrow Holder is hereby authorized and directed to reimburse to itself in payment of fees or expenses from any funds in the Escrow Deposit, whether from principal or interest or both, at any time, and from time to time, as the same may be due and owing.
- c. Escrow Holder is hereby authorized to withhold any fees or expenses from any disbursement or distribution of Escrow Deposit to any Party hereto or to the Clerk of the Court upon interpleader.
- d. In the event that the Escrow Deposit shall consist of documents only and not funds, Escrow Holder may refuse to distribute any such documents or to otherwise act under this Agreement until all accrued but unpaid fees and expenses have been paid in full.

6. Non-liability of Escrow Holder.

- a. Escrow Holder shall not be liable for any mistakes of fact, or errors of judgment or for any acts or omissions of any kind unless caused by the willful misconduct or gross negligence of Escrow Holder.
- b. Escrow Holder shall not be liable for any taxes, assessments or other governmental charges which may be levied or assessed upon the Escrow Deposit or any part thereof, or upon the income therefrom.
- c. Escrow Holder may rely upon the advice of counsel and upon statements of accountants, brokers or other persons reasonably believed by it in good faith to be expert in the matters upon which they are consulted, and for any reasonable action taken or suffered in good faith based upon such advice or statements.

7. Indemnity of Escrow Holder.

The Seller and Buyer jointly and severally, agree to:

- i. indemnify Escrow Holder for, and hold it harmless against any and all liability incurred by the Escrow Holder by reason of this Escrow Agreement, or in connection with Escrow Agent's performance of its duties hereunder, except for Escrow Holder's own willful misconduct or gross negligence, and
- ii. reimburse Escrow Holder for all its expenses, including, but not necessarily limited to, attorneys' fees and court costs incurred pursuant to this Escrow Agreement.

8. Request for Written Instructions.

- a. Escrow Holder may at any time, and from time to time, request the Seller and Buyer to provide written instructions concerning the propriety of a proposed payment of the Escrow Deposit, distribution of documents, or other action or refusal to act by Escrow Holder.
- b. Should the Seller and Buyer fail to provide such written instructions within a reasonable time, Escrow Holder may take such action, or refuse to act, as it may deem appropriate and shall not be liable to anyone for such action or refusal to act.
- c. Notwithstanding the foregoing, should the terms of the Escrow Agreement be complied with, in the judgment of Escrow Holder, then the Escrow Holder may disburse any funds, distribute documents, or take such action without specific further written instructions from any Party.

9. Disputes and Interpleader.

- a. In the event of any dispute between the Parties as to either law or fact, or in the event any of the parties hereto fail, for any reason, to fully receipt and acquit the Escrow Holder in writing, Escrow Holder may refuse, in its discretion, to carry out said escrow instructions or to deliver any funds, documents, or property in its hand to anyone and in so doing shall not become liable to demand.
- b. Escrow Holder shall be entitled to continue, without liability, to refrain and refuse to act:
 - i. until all the rights of the adverse claimants have been finally adjudicated by a court having jurisdiction over the Parties and the items affected hereby, after which time the Escrow Holder shall be entitled to act in conformity with such adjudication; or
 - ii. until all differences shall have been adjusted by agreement and Escrow Holder shall have been notified thereof and shall have been directed in writing signed jointly or in counterpart by the parties and all persons making adverse claims or demand, at which time Escrow Holder shall be protected in acting in compliance therewith.
- c. Escrow Holder also has the right to interplead into a court of competent jurisdiction at the expense of the Parties.

10. Resignation of Escrow Holder.

- a. Escrow Holder may resign under this Agreement by giving written notice to all of the parties hereto, effective 30 days after the date of said notice.
- b. Upon the appointment by the parties of a new escrow holder or custodian, or upon written instructions to Escrow Holder for other disposition of the Escrow Deposit, Escrow Holder shall, after retention of its accrued escrow fees and expenses, if any, shall deliver the Escrow Deposit within a reasonable period of time as so directed, and shall be relieved of any and all liability hereunder arising thereafter.

11. Applicable Law.

This Agreement shall be governed by the laws of the State of Colorado.

12. Counterparts/Third Party Beneficiaries.

This Escrow Agreement may be executed in any number of counterparts, each of which when so executed shall constitute the entire agreement between the Seller and Buyer. The Seller and Buyer acknowledge and agree that there are not intended or unintended third party beneficiaries who may rely upon or benefit from the provisions of this agreement.

13. Electronic Signatures and Notices.

The execution of this Escrow Agreement, and any other notice required or permitted under this Escrow Agreement, may be given and transmitted by electronic means (including email, facsimile, or similar transmission) and shall be deemed effective for all purposes. Documents with original signatures are not required. If original signatures are required by any party, this request must be made prior to execution of this Escrow Agreement or any other notice, to ensure compliance with the request.

**Schedule B to the Escrow Agreement
Special Instruction Number 6A
(Resolution of Miscellaneous Issues)**

1. The Escrow Deposit shall be held by Escrow Holder for the resolution of the following issues (the "resolution of the Issues") (List in detail the Issues required to be resolved):

FUNDS SHALL BE HELD IN ESCROW TO ENSURE THAT THE SELLERS EXCLUDED ITEMS, PERSONAL PROPERTY, FUEL TANKS AND FURNISHINGS ARE REMOVED AS REQUIRED BY THE CONTRACT. FUNDS WILL BE DISBURSED TO SELLER ON OR BEFORE FOUR (4) DAYS AFTER REMOVAL OF ITEMS, UNLESS ESCROW HOLDER RECEIVES WRITTEN NOTICE FROM BUYER THAT THE PROPERTY WAS NOT IN THE REQUIRED CONDITION.

2. The resolution of the Issues is to be made by:

☒ Seller ☐ Buyer

3. The resolution of the Issues is to be carried out on the property located at:

26200 FSR 409, CLARK, CO 80428

Described as:

**THE NORTHWEST ONE-QUARTER,
THE NORTH ONE HALF OF THE NORTH ONE HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-
QUARTER
AND THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER,
ALL OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ROUTT,
STATE OF COLORADO.**

4. Upon receipt of Notice, as required in the Escrow Agreement, from all parties stating that Issues have been resolved, Escrow Holder shall release and disburse the Escrow Deposit to:

☒ Seller ☐ Buyer

5. In the event that Escrow Holder has not received Notice that the Issues have been resolved within one year from the date of this agreement: **May 21, 2021** then Escrow Holder is authorized, without Notice to the parties, to release and disburse the Escrow Deposit to: **BUYER**

(Seller) _____ Initial _____ Initial

(Buyer) _____ Initial _____ Initial

6. Escrow Holder shall have no independent duty to determine if the Issues have been resolved and may conclusively rely upon the Notice and may disregard any warnings or notice given it to the contrary.
7. Any and all warranty issues concerning the resolution of the Issues will be dealt with directly between the Purchaser, the Seller and their contractor/supplier.
8. In the event that the resolution of the Issues may give rise to a mechanic's or material man's lien, which may affect the coverage provided to the parties insured under a policy of title insurance issued by Escrow Holder, as agent for its underwriter, Escrow Holder shall be entitled, in its sole discretion, to use the Escrow Deposit, or portion thereof, to pay, or to reimburse itself for the payment of, any sums of money to such mechanic's or material man lien claimants for the protection of itself, and its insureds, under the policy of title insurance.
9. The Escrow Deposit shall be delivered, in accordance with Paragraph 1 (Notices) of the General Provisions to the Escrow Agreement, to the party entitled to the Escrow Deposit pursuant to the Escrow Agreement.
10. On release and disbursement of the Escrow Deposit, the Escrow Holder shall be relieved of any and all further liability in connection with the Escrow Deposit and the Escrow Agreement.

SELLER(S)

BUYER/BORROWER(S)

Matthew R. Hildebrand

Matthew R. Hildebrand Signed 05/20/21 at 03:01PM

Greg Lafeliece

Greg lafeliece Signed 05/19/21 at 03:18PM

Megan Ellen Lantis

Megan Ellen Lantis Signed 05/20/21 at 07:35AM

Paige Figi

Paige Figi Signed 05/19/21 at 03:20PM

