



TITLE COMPANY of the rockies

501 Lincoln Ave.
PO Box 770688
Steamboat Springs, CO 80477
Phone: (970) 879-2980 Fax: (970) 879-2949
www.titlecorockies.com

COMPLIANCE AGREEMENT

Escrow No. 0501382

Date: July 6, 2018

Property: Echo Valley Ranch MDSE, Lot 1, Routt County, CO
also known as 27925 Echo Valley Lane, Steamboat Springs, CO 80487

Now, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller(s) and Purchaser(s) do hereby represent, acknowledge, and agree to the following for the benefit of and to the reliance upon by the Closing Agent:

Reliance on 3rd Party Information

It is expressly agreed and understood between the undersigned parties that Title Company of the Rockies is acting as the Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement, Assumption Statement, Association Dues Statement, Water and Sewer Statement, or any and all other information presented to Closing Agent by third parties for the purposes of Settlement for this transaction.

Additional Funds Due

The undersigned agree that Title Company of the Rockies has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned further agree that any additional funds due and payable after closing shall be due and immediately paid by the responsible party/parties.

Corrective Action


The undersigned further agree that in the event any of the documents required in this Settlement misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to unilateral mistake on the part of Title Company of the Rockies, mutual mistake on the part of the undersigned, clerical error, or otherwise, then in such event the undersigned shall (upon reasonable request by Title Company of the Rockies.) execute such revised document(s) or initial such corrected original document(s) in order to correct such error(s) or inaccuracy as Title Company of the Rockies may unilaterally deem necessary to remedy said inaccuracy or error. The undersigned further agrees that, in addition to any other filed fees, for any checks re-issued 6 months after the original issue date or on any amounts escheated to the State, the Title Company will assess a \$25 check handling fee. This fee will be assessed at the time of escheat or re-issue of the funds as applicable."

Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings concerning the matters herein. This Agreement cannot be amended except by the written agreement executed by and between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and the courts of the county in which the subject Property is situated will have exclusive jurisdiction and venue of any action(s) brought forth under this Agreement. The parties hereby consent to the personal jurisdiction of said courts. Any notice or notices required by this Agreement shall be in writing and will be deemed to be delivered if delivered personally, by email, overnight courier, or USPS mail. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be read to give effect to such term to whatever extent permissible by law, and the remaining provisions shall remain in full force and effect. If the Closing Agent is required to commence an action to enforce the terms and conditions of this Agreement, Closing Agent shall be reimbursed for all expenses including, among other things, attorney fees and court costs incurred in connection with such proceedings.


Dated and executed July 6, 2018.

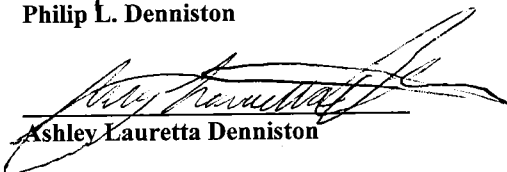
SELLER(S):


Ronald H. Areman


Cassandra Lynn Areman

PURCHASER(S):


Philip L. Denniston


Ashley Lauretta Denniston

Escrow No. **0501382**

PRORATIONS AGREEMENT
Taxes, Assessments, Dues and Utilities

It is hereby understood and agreed upon between the Seller(s) and Purchaser(s) of the real property described as:

Echo Valley Ranch MDSE, Lot 1, Routt County, CO
also known as **27925 Echo Valley Lane, Steamboat Springs, CO 80487**

COUNTY TAXES

County taxes for the year **2018**, due and payable in **2019** have been prorated as of this date on the basis of:

an estimate of \$3,170.96 for the year 2018 based on the most recent mill levy of 55.543 and the most recent assessment of \$57,090.00, and is a final settlement.

Purchaser(s) and Seller(s) further understand and agree that personal property taxes, if any, have been prorated on the same basis as the real property tax, unless otherwise specified.

HOMEOWNERS ASSOCIATION DUES

Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.

SPECIAL ASSESSMENTS

Special assessments for local improvement districts, if any, have been handled according to the real estate contract.

Actual taxes may change by reason of reassessment by the County Assessor.

By execution of this agreement, the undersigned indemnify and hold harmless The Title Company of the Rockies and Stewart Title Guaranty Company from any liability for any reporting errors by Local, County or State Agency about Special Assessments and for Prorating or Paying off all Special Assessments that are not of Record with the County Treasurer's Office. Neither The Title Company of the Rockies nor Stewart Title Guaranty Company shall have any responsibility for future adjustments of Special Assessments. Rather, the Undersigned shall assume responsibility for the pursuing and effectuating of the adjustments.

WATER/SEWER CHARGES

Seller warrants that there are no unpaid water/sewer charges that could be assessed against the subject property.

Well Permit #264320 will be transferred at closing.

UTILITY AGREEMENT

Charges for electric, gas, cable or any other applicable utility services have been or will be handled outside of closing.

PURCHASER AND SELLER AGREE TO CONTACT ALL UTILITY DEPARTMENTS WITHIN 24 BUSINESS HOURS FROM DATE OF CLOSING REGARDLESS OF OPTIONS SELECTED ABOVE.

Dated and executed **July 6, 2018**.



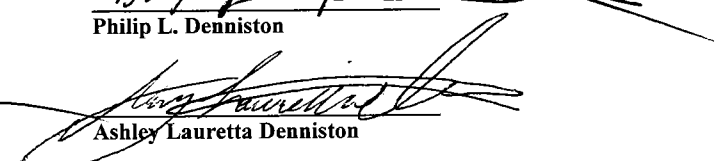
Ronald H. Areman



Cassandra Lynn Areman



Philip L. Denniston



Ashley Laurretta Denniston

Order Number 0501382

**AFFIDAVIT AND INDEMNITY
to Stewart Title Guaranty Company**

RE: Real estate and improvements located in the County of **Routt**, State of Colorado, and described as:

Echo Valley Ranch MDSE, Lot 1, Routt County, CO
also known as **27925 Echo Valley Lane, Steamboat Springs, CO 80487**

1. I /we am (are) of legal age and am (are) suffering under no legal disability with respect to the subject matter hereof.
2. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted on behalf of the undersigned on the property within the statutory lien period of 120 days within which a lien could be filed.
3. I/we further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
4. I/we further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.
5. I/we further represent that there are no unrecorded contracts, leases, easements or other agreements or interests relating to said premises of which we have knowledge.
6. I/we further represent that we are in sole possession of the real property described herein other than lease hold estates reflected as recorded items under the subject commitment for title insurance.
7. I/we further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Section B.
8. I/we have not during the period of ownership done or committed any act, which has changed or could change the boundaries of the property.
9. I/we have not during the period of ownership allowed any encroachment onto the property herein described by the adjoining land owners nor have I/We encroached upon property of the adjoining land owner.
10. I/we have not given, granted or permitted any easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the property hereinabove described and I/We have no knowledge of the existence of any such adverse rights.
11. That all improvements constructed on the real estate herein were completed and paid for. The undersigned affiant(s) know the matters herein stated are true and does hereby agree to protect, defend, indemnify and save harmless **The Title Company of the Rockies and Stewart Title Guaranty Company** against loss costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.



Ronald H. Areman



Cassandra Lynn Areman

State of COLORADO

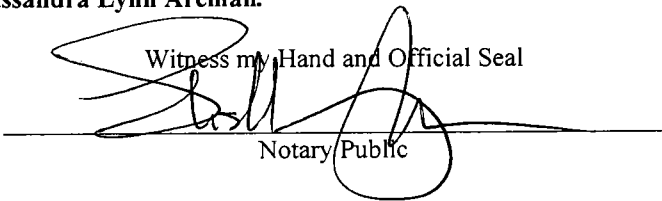
}
}
}

County of ROUTT

The foregoing instrument was acknowledged, subscribed and sworn to before me this 10th day of July, 2018 by **Ronald H. Areman and Cassandra Lynn Areman**.

My Commission Expires: 12-4-2021

Witness my Hand and Official Seal



Notary Public

SHELLY WU Notary Public State of Colorado Notary ID # 20134075739 My Commission Expires 12-04-2021
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Order Number 0501382

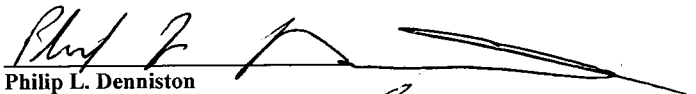
FINAL AFFIDAVIT AND AGREEMENT
to Stewart Title Guaranty Company

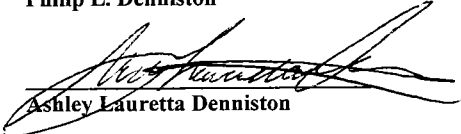
RE: Real estate and improvements located in the County of **Routt**, State of Colorado, and described as:

Echo Valley Ranch MDSE, Lot 1, Routt County, CO
also known as **27925 Echo Valley Lane, Steamboat Springs, CO 80487**

The undersigned, **Philip L. Denniston and Ashley Lauretta Denniston** Purchaser(s) of the herein described property, to induce **Stewart Title Guaranty Company** to issue its Policy or Policies of Title Insurance without exception as to mechanics' or other statutory liens, or any rights thereto, where no notice of such liens or rights appear of record, does hereby make the following representations to **Stewart Title Guaranty Company**, with full knowledge and intent that said company shall rely thereon:

1. That the improvements on the real estate herein described have been accepted by the undersigned as completed and satisfactory.
2. That the full purchase price has been paid by said purchaser(s) to seller.
3. That the undersigned are not aware of any bills for services, labor or materials used in connection with the construction or improvement of said real estate.
4. That the undersigned have not caused any materials to be furnished or work to be done on said improvements by anyone which could give rise to mechanics' or other statutory liens, and have not executed any security agreements or financing statements for materials, appliances, fixtures or furnishings placed upon or installed in said premises and will protect, defend and save harmless the mortgagee and **Stewart Title Guaranty Company** against any and all liability loss, damage, costs and attorney's fees by reason of any claims or liens asserted with respect to the matters described in this paragraph.
5. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State or Federal, nor any tax liens filed against us. That if there are any judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, they are not against us.


Philip L. Denniston



Ashley Lauretta Denniston

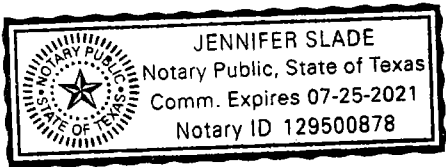
State of TEXAS }
County of Travis } §

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2nd day of July, 2018 by **Philip L. Denniston and Ashley Lauretta Denniston**

My Commission Expires: 07-25-2021

Witness my Hand and Official Seal


Notary Public
Jennifer Slade



REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S and 39-13-102(5)(c), C.R.S.

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1. Address and/or legal description of the real property sold: Please do not use P.O. box numbers.
ECHO VALLEY RANCH MDSE, LOT 1, ROUTT COUNTY, CO
also known as 27925 Echo Valley Lane, Steamboat Springs, CO 80487
 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:

July	6	2018
Month	Day	Year

Date of contract if different than date of closing::

June	7,	2018
Month	Day	Year
 4. Total Sales Price: including all real and personal property.
\$1,075,000.00
 5. Was any personal property included in the transaction? Personal property would include, but is not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☐ No If yes, approximate value \$ _____ Describe _____
 6. Did the total sale price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, approximate value \$ _____
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 among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
☐ Yes ☐ No
 9. 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 ☐ Vacant Land.

If the property is financed, please complete the following.

10. Total amount financed. \$860,000.00

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

☐ New

☐ Assumed

☐ Seller

☐ Third Party

☐ Combination; Explain _____

12. Terms:

☐ Variable; Starting interest rate _____ %

☐ Fixed; Interest rate _____ %

☐ Length of time _____ years

☐ Balloon payment ☐ Yes ☐ No. If yes, amount _____ Due Date _____

13. Mark any that apply: ☐ Seller assisted down payments ☐ Seller concessions ☐ Special terms or financing
If marked, please specify: _____

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☐ No
If yes, franchise or license fee value \$ _____

15. Did the purchase price involve an installment land contract? ☐ Yes ☐ No
If yes, date of contract _____

16. 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.

17. Signed this 6th day of July, 2018

Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.



Philip L. Denniston


Ashley Laurretta Denniston

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

2500 Bartons Bluff Ct.

Address (mailing)

Daytime Phone

Austin, TX 78746

City, State, Zip

BILL OF SALE

KNOW BY ALL THESE PRESENT, That **Ronald H. Areman and Cassandra Lynn Areman** of the County of **Routt**, in the State of Colorado, Seller(s), for all and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** to he/she/theirs/its in hand paid at or before the ensembling or delivery of these presents by **Philip L. Denniston and Ashley Lauretta Denniston** of the County of **Routt**, in the State of Colorado, Purchaser(s), the receipt of which is hereby acknowledged has bargained and sold, and by these presents does grant and convey unto the said Purchaser(s), he/she/theirs/its personal representatives, successors and assigns, the following property, goods and chattels, to wit:

a. Inclusions. The Purchase Price includes the following items (Inclusions):

- (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 two remote controls: If checked, the following are owned by the Seller and included (leased items should be listed under Due Diligence Documents): ☐ 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 as additional items are also included in the Purchase Price.
- (2) **Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this 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.
- (3) **Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except N/A. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.
- (4) **Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: **all appliances currently in home shall be included and in good working condition. Hot tub, outside grill and fire pit. Any electronics including televisions, brackets, audio visual equipment/wiring and speakers.**
- (5) **Parking and Storage Facilities.** Use Only of the following parking facilities: those on property and Use Only of the following storage facilities: those on property.

b. Exclusions. The following items are excluded (Exclusions): N/A

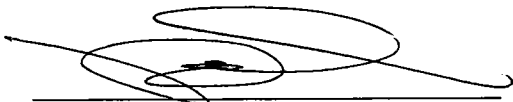
c. Water Rights, Well Rights, Water and Sewer Taps.

- (1) **Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer shall file the form with the Division within sixty days after Closing. The Well Permit # is: **264320**.

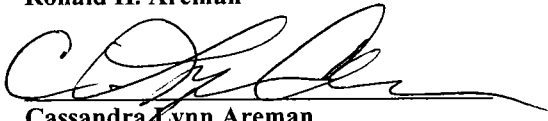
located at **27925 Echo Valley Lane, Steamboat Springs, CO 80487**

TO HAVE AND TO HOLD the same unto the Purchaser(s), his personal representatives, successors and assigns, forever. The said Seller(s) covenants and agrees with the Purchaser(s) his personal representatives, successors and assigns to **WARRANT and DEFEND** the sale of said property, goods and chattels, against all and every person or persons whomsoever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Seller(s) have hereunto set their hands and seals, this **6th day of July, 2018**.



Ronald H. Areman



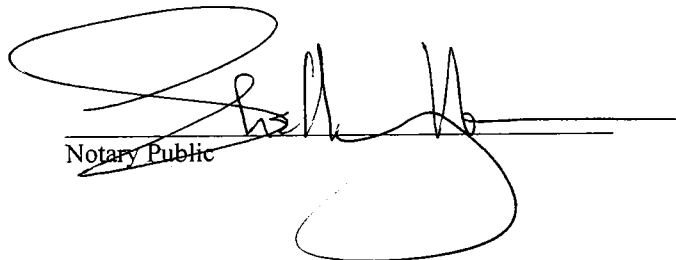
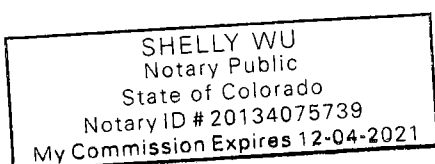
Cassandra Lynn Areman

**State of Colorado
County of Routt**

The foregoing instrument was acknowledged before me this 6th day of July, 2018, by **Ronald H. Areman and Cassandra Lynn Areman**.

Witness my hand and seal.

My commission expires:


Notary Public

WARRANTY DEED

THIS DEED, made this 6th day of July, 2018, between

RONALD H. AREMAN AND CASSANDRA LYNN AREMAN
whose address is P.O. Box 770720, Steamboat Springs, CO 80477, GRANTOR(S), and

PHILIP L. DENNISTON AND ASHLEY LAURETTA DENNISTON
whose address is 2500 Bartons Bluff Ct., Austin, TX 78746, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of ONE MILLION SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$1,075,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Routt and State of Colorado, described as follows:

Lot 1, ECHO VALLEY RANCH MINOR DEVELOPMENT SUBDIVISION EXEMPTION, together with the non-exclusive access and underground utility easement area appurtenant to Lot 1 and the 40 foot wide access and underground utility easement appurtenant to Lot 1, according to the Plat recorded August 28, 1998 in Book 749 at Page 1417 and as File No. 12584, County of Routt, State of Colorado

also known by street and number as: 27925 Echo Valley Lane, Steamboat Springs, CO 80487

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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.

Ronald H. Aremán

Cassandra Lynn Aremán

State of COLORADO

County of ROUTT

SHELLY WU
Notary Public
State of Colorado
Notary ID # 20134075739
My Commission Expires 12-04-2021

The foregoing instrument was acknowledged, subscribed and sworn to before me this 6th day of July, 2018 by Ronald H. Aremán and Cassandra Lynn Aremán.

My Commission Expires: 12-4-2021

Witness my Hand and Official Seal

Notary Public

