

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 9/3/19

Receipt No. 522539

Customer: G & S Development, Inc.
9800 Pyramid Ct Suite 340
Englewood, CO 80112-2669

Processed by TL

Check No. 1315

Payment Method Check

Item	Description	Prefix	Type	Rate	Qty	Amount
K31	Mylar Pages (each page)			13.00	1	13.00
K42	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K43	SIA Subdivision Improvement Agreement (each additional page)			5.00	5	25.00
K02	Bridge Fees, Basin = Black Forest			875.00	1	875.00
K09	Park Urban Community Area =			3,456.00	1	3,456.00
K04	Drainage Fees, Basin= Black Forest			32,112.50	1	32,112.50
K10	School Fees, School District= Academy 20			3,672.00	1	3,672.00

Total \$40166.50

AFTER RECORDING, RETURN TO:
G&S Development Inc.
9800 Pyramid Court Ste 340
Englewood, CO 80112

QUIT CLAIM DEED

Bethesda Real Estate Company (formerly known as Bethesda Management Company), a Colorado corporation ("Grantor"), whose address is 15475 Gleneagle Drive, Colorado Springs, Colorado 80921, for the consideration of \$10.00 in hand paid, hereby sells and quitclaims to **G & S Development Inc.**, a Colorado corporation ("Grantee"), whose address is 9800 Pyramid Court Ste 340, Englewood, Colorado 80112, the following real property in the County of El Paso, State of Colorado described as follows:

Tract A, Muirfield,
County of El Paso, State of Colorado

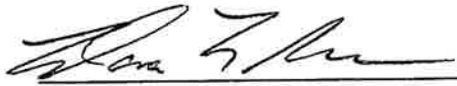
Also known by street number as: 000 Nichlas Ct;

with all its appurtenances, subject to the following:

- 1. General property taxes for the current year, not yet due and payable.
- 2. Restrictions, reservations, rights of way and easements of record or in place.

SIGNED this 10th day of July, 2019.

Bethesda Real Estate Company,
a Colorado corporation

By: 
Name: Dana L. Rasic
Title: President

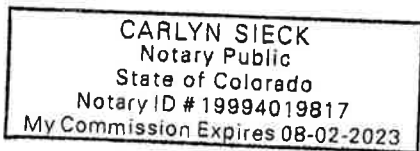
STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

This Quit Claim Deed was acknowledged before me this 10th day of July, 2019,
by Dana L. Rasic as president of Bethesda Real Estate Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 8-2-23

(SEAL)




Notary Public

ID: 219079126
County: El Paso, Colorado
Date: 7/12/19 Time: 4:15 pm

AFTER RECORDING, RETURN TO:
G&S Development Inc.
9800 Pyramid Court Ste 340
Englewood, CO 80112

QUIT CLAIM DEED

Bethesda Real Estate Company (formerly known as Bethesda Management Company), a Colorado corporation (“Grantor”), whose address is 15475 Gleneagle Drive, Colorado Springs, Colorado 80921, for the consideration of \$10.00 in hand paid, hereby sells and quitclaims to **G & S Development Inc.**, a Colorado corporation (“Grantee”), whose address is 9800 Pyramid Court Ste 340, Englewood, Colorado 80112, the following real property in the County of El Paso, State of Colorado described as follows:

Tract A, Muirfield,
County of El Paso, State of Colorado

Also known by street number as: 000 Nichlas Ct;

with all its appurtenances, subject to the following:

1. General property taxes for the current year, not yet due and payable.
2. Restrictions, reservations, rights of way and easements of record or in place.

SIGNED this 10th day of JULY, 2019.

Bethesda Real Estate Company,
a Colorado corporation

By: *[Signature]*
Name: Dana L. Rasic
Title: President

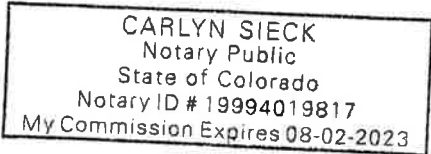
STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

This Quit Claim Deed was acknowledged before me this 10th day of July, 2019, by Dana L. Rasic as president of Bethesda Real Estate Company, a Colorado corporation.

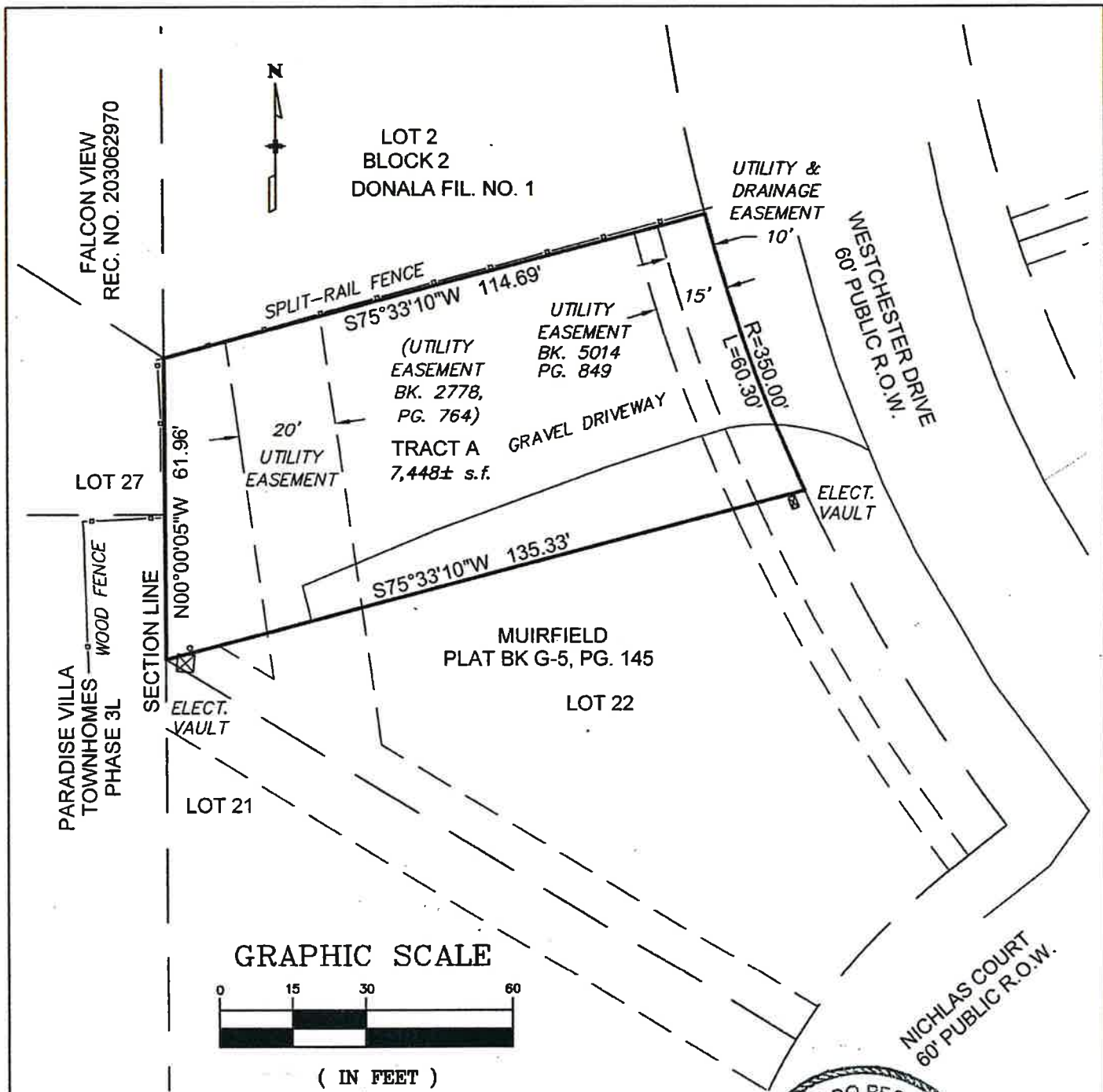
Witness my hand and official seal.

My commission expires: 8-2-23

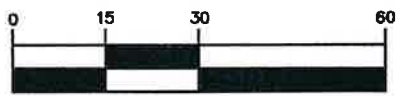
(SEAL)



[Signature]
Notary Public

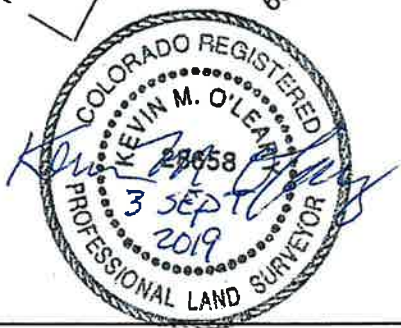


GRAPHIC SCALE



(IN FEET)

TRACT A, MUIRFIELD SUBDIVISION, EL PASO COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED IN PLAT BOOK G-5 AT PAGE 145.



EASEMENT EXHIBIT
TRACT A
MUIRFIELD
WESTCHESTER DR.

DWG: TRACT A
SCALE: 1"=30'
DATE: 9/3/19
DRAWN: KMO
CHECKED: THK
PROJECT: 15083

LWA LAND SURVEYING, INC.
953 E. FILLMORE STREET
COLORADO SPRINGS, CO 80907
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **Floyd K. Kerr** and **Amy E. Kerr**, whose address is 14035 Westchester Drive, Colorado Springs, Colorado 80921 (the "Grantors"), hereby grant, bargain, sell and convey to **G & S Development, Inc.**, a Colorado corporation, its successors and assigns (the "Grantee"), whose address is 9800 Pyramid Court, Suite 340, Englewood, Colorado 80112, a permanent drainage easement (the "Easement") for the purpose of surveying, construction, reconstructing, operating, using, maintaining, repairing, replacing, inspecting, and/or removing storm water drainage facilities and appurtenances thereto, together with lateral and subjacent support (the "Improvements"), in, to, through, over, under and across that certain parcel of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property"). The Easement is granted by the Grantors and is accepted by the Grantee pursuant to the following terms and conditions:

1. Grantors reserve the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted and which will not unduly interfere with or endanger the Improvements or otherwise interfere with the Grantee's rights hereunder; and the parties further agree that uses of the Easement Property by Grantors and the agreements concerning those uses shall be as follows:

(a) Grantors covenant and agree that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement that will cause any obstructions to prevent the proper maintenance and use of the Easement.

(b) Grantors may use the Easement Property for any and all lawful purposes not inconsistent with the purposes set forth in this Easement, including but not limited to setbacks, density, open space, landscaping, roadway and utilities, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Improvements constructed within the Easement Property.

2. The Grantee, its agents, successors and assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Property for any purpose necessary for the survey, construction, reconstruction, operation, use, maintenance, repair, replacement, inspection, and/or removal of the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Easement Property in violation of paragraph 1 hereof. In addition, the Grantee shall have the right to use so much of the adjoining property owned by Grantors, their successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantors, and their respective successors or assigns, use and enjoyment of such adjoining property.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **Floyd K. Kerr** and **Amy E. Kerr**, whose address is 14035 Westchester Drive, Colorado Springs, Colorado 80921 (the "Grantors"), hereby grant, bargain, sell and convey to **G & S Development, Inc.**, a Colorado corporation, its successors and assigns (the "Grantee"), whose address is 9800 Pyramid Court, Suite 340, Englewood, Colorado 80112, a permanent drainage easement (the "Easement") for the purpose of surveying, construction, reconstructing, operating, using, maintaining, repairing, replacing, inspecting, and/or removing storm water drainage facilities and appurtenances thereto, together with lateral and subjacent support (the "Improvements"), in, to, through, over, under and across that certain parcel of real property located in El Paso County, Colorado, as more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property"). The Easement is granted by the Grantors and is accepted by the Grantee pursuant to the following terms and conditions:

1. Grantors reserve the right to use and occupy the Easement Property for any purpose consistent with the rights and privileges above granted and which will not unduly interfere with or endanger the Improvements or otherwise interfere with the Grantee's rights hereunder; and the parties further agree that uses of the Easement Property by Grantors and the agreements concerning those uses shall be as follows:

(a) Grantors covenant and agree that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement that will cause any obstructions to prevent the proper maintenance and use of the Easement.

(b) Grantors may use the Easement Property for any and all lawful purposes not inconsistent with the purposes set forth in this Easement, including but not limited to setbacks, density, open space, landscaping, roadway and utilities, so long as such uses do not interfere with the continued use, maintenance and repair of, or cause damage to the Improvements constructed within the Easement Property.

2. The Grantee, its agents, successors and assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Property for any purpose necessary for the survey, construction, reconstruction, operation, use, maintenance, repair, replacement, inspection, and/or removal of the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Easement Property in violation of paragraph 1 hereof. In addition, the Grantee shall have the right to use so much of the adjoining property owned by Grantors, their successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantors, and their respective successors or assigns, use and enjoyment of such adjoining property.

3. In further consideration of the granting of the Easement, it is hereby agreed that all work performed by the Grantee, its successors and assigns, in connection with the Easement shall be done with care, and the surface of the Easement Property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on the Easement Property, or on the adjoining property owned by Grantors, arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed. In addition, following the initial installation of the Improvements, Grantee agrees, at its expense, to landscape the adjoining property owned by Grantors in accordance with the planting key set forth on the "Landscape Development Plan" attached hereto as Exhibit B.

4. The Grantors covenant and agree with the Grantee that the Grantors have full power and lawful authority to grant, bargain, sell and convey the Easement and that the Easement Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters currently of record. The Grantors further promise and agree to warrant and forever defend the Grantee in the exercise of the Grantee's rights hereunder against any defect in the Grantors' title to the Easement Property and the Grantors' right to make the grant herein described, except matters currently of record.

5. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, successors and assigns of the Grantors and the Grantee.

6. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Property and are to run with the land.

7. This Easement shall be recorded in the real property records of El Paso County, Colorado.

8. This Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures follow on next page]

LWA Land Surveying, Inc.

953 E. Fillmore Street
Colorado Springs, CO 80907
719-636-5179

**EXHIBIT A
UTILITY EASEMENT**

**THE NORTHWESTERLY TEN (10) FEET OF LOT 7, BLOCK 3, DONALA SUBDIVISION NO. 1,
EL PASO COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT THEREOF
RECORDED IN PLAT BOOK V-2 AT PAGE 79 OF THE EL PASO COUNTY RECORDS.**

THE DESCRIBED TRACT CONTAINS 1,176 SQUARE FEET, MORE OR LESS.

GLENEAGLE GOLF COURSE RESIDENTIAL
INFILL DEVELOPMENT FIL. NO. 1
REC. NO. 217714016

TRACT A

DONALA SUBDIVISION FIL. NO. 1
PLAT BK. V-2, PG. 79

N90°00'00"E 45.00'

LOT 8

EASEMENT AREA
1,176± s.f.

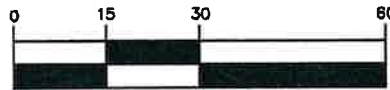
LOT 7

LOT 6

14035 WESTCHESTER DR.

BLOCK 3

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

WESTCHESTER DRIVE
60' PUBLIC R.O.W.

THE NORTHWESTERLY 10 FEET OF LOT 7,
BLOCK 3, DONALA SUBDIVISION FILING
NO. 1, AS SHOWN ON THE SUBDIVISION
PLAT THEREOF RECORDED IN PLAT
BOOK V-2 AT PAGE 79.



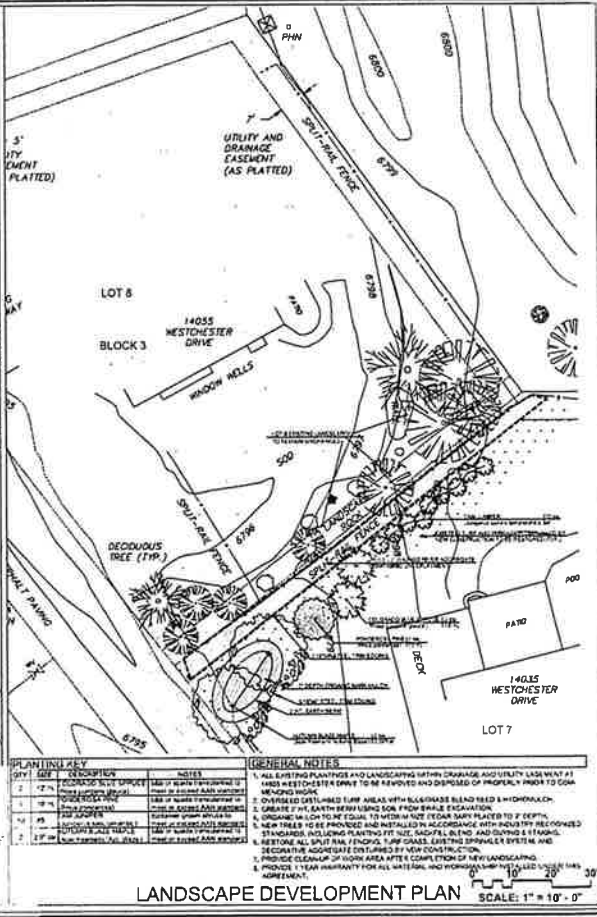
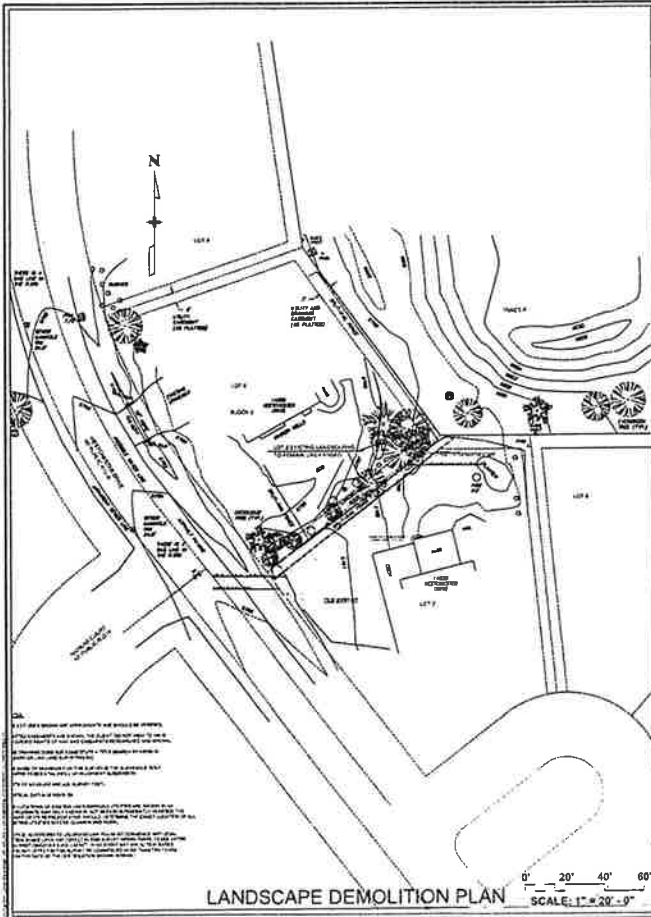
EASEMENT EXHIBIT
LOT 7, BLOCK 3
DONALA SUB. NO. 1
14035 WESTCHESTER DR.

DWG. NO. 15083
SCALE: 1"=30'
DATE: 4/17/19
DRAWN: KMO
CHECKED: THK
PROJECT: 15083

LWA LAND SURVEYING, INC.
953 E. FILLMORE STREET
COLORADO SPRINGS, CO 80907
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS

EXHIBIT B



PLANT	SYMBOL	DESCRIPTION	NOTES
1	(Symbol)	DECIDUOUS TREE (TYP.)	10' x 10' x 10'
2	(Symbol)	CONIFER TREE (TYP.)	10' x 10' x 10'
3	(Symbol)	SHRUB	10' x 10' x 10'
4	(Symbol)	FLORIBUNDA	10' x 10' x 10'
5	(Symbol)	PERENNIAL	10' x 10' x 10'
6	(Symbol)	GRASS	10' x 10' x 10'

- GENERAL NOTES**
1. ALL EXISTING PLANTINGS AND LANDSCAPING WITHIN DRAINAGE AND UTILITY LINES SHALL BE REMOVED OR DESTROYED TO BE REPLACED AND DISPOSED OF PROPERLY PRIOR TO COMMENCEMENT OF WORK.
 2. OVERLAP DISTURBED EARTH AREAS WITH EXISTING BUILT UP AREAS TO BE DEMOLISHED.
 3. EXISTING 1" x 1" x 1" SAND BEHIND CURB SHALL BE REMOVED AND REPLACED WITH 1" x 1" x 1" SAND.
 4. ORGANIC MULCH TO BE EQUAL TO WITHIN 10' FROM BARRY PLANTS TO 2' FROM NEW TREES TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH INDUSTRY RECOMMENDED STANDARDS INCLUDING PLANTING PIT SIZE, MULCH BLEND AND CURB & TYPING.
 5. RESTORE ALL SPLIT RAIL, FINISH, TYPING, CURB, EXISTING IRRIGATION SYSTEMS AND SECURITY APPROPRIATE DISTURBED BY NEW CONSTRUCTION.
 6. PROVIDE CLEANUP OF WORK AREA AFTER COMPLETION OF NEW LANDSCAPING.
 7. PROVIDE 1 YEAR WARRANTY FOR ALL WATER AND IRRIGATION RELATED ITEMS.
 8. PROVIDE 1 YEAR WARRANTY FOR ALL WATER AND IRRIGATION RELATED ITEMS.

Glenn Green

GLENEAGLE GOLF COURSE INFILL
LOTS 7 AND 8, BLOCK 3
DONALD SUB. FIL. 1
DEVELOPMENT PLAN

LSI



1277 Kelly Johnson Blvd # 100
Colorado Springs, CO 80920
Phone: (719) 590-1711
Fax: (719) 531-5864

DATE: **August 27, 2019**
FILE NUMBER: **570-F0625785-370-CSP**, Amendment No. 1
PROPERTY ADDRESS: **0 Gleneagle Drive, Colorado Springs, CO**
BUYER/BORROWER: **G & S Development, Inc.**
OWNER(S):
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: **6206201120**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended effective date and added exceptions 46, 47 and 48

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Fidelity National Title Company
1277 Kelly Johnson Blvd # 100

Colorado Springs, CO 80920

ATTN: CS Title Only
PHONE: (719) 590-1711
FAX: (719) 531-5864
E-MAIL:

TO: G & S Development, Inc.

ATTN: G & S Development, Inc
PHONE:
FAX:
E-MAIL: Delivered via email

TO: Colorado Springs
1277 Kelly Johnson Blvd # 100
Colorado Springs, CO 80920

ATTN: CS Title Only
PHONE: (719) 590-1711
FAX: (719) 531-5864
E-MAIL:

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Signature



By:

Randy Quirk, President

Attest:

Michael Gravelle, Secretary

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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



- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title Company
Issuing Office: 1277 Kelly Johnson Blvd # 100, Colorado Springs, CO 80920
Loan ID Number:
Issuing Office File Number: 570-F0625785-370-CSP, Amendment No. 1
Property Address: 0 Gleneagle Drive, Colorado Springs, CO
Revision Number: Amendment No. 1, Amendment Date: August 27, 2019

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: **August 22, 2019** ✓
- 2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Policy Amount: **\$100,000.00**
 - (b) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
- 3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
- 4. The Title is, at the Commitment Date, vested in:
G & S Development, Inc., a Colorado Corporation
- 5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

PREMIUMS:

Informational Commitment 550.00

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EXHIBIT A
LEGAL DESCRIPTION

Tract G, Gleneagle Golf Course Residential Infill Development,
County of El Paso,
State of Colorado

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): G & S Development, Inc., a Colorado Corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- h. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

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SCHEDULE B
PART II – Exceptions
(Continued)

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: November 30, 1973
Recording No: [Book 2641 at Page 519](#); Restated Declaration recorded May 2, 1983 in [Book 3714 at Page 599](#); Amendment recorded January 28, 1985 in [Book 3965 at Page 917](#); Amendment of Amended and Restated Declaration recorded August 31, 1994 in [Book 6517 at Page 955](#); Amendment recorded October 19, 2001 at [Reception No. 201152596](#) and February 28, 2017 at [Reception No. 217023711](#). Annexation Agreement recorded January 4, 2018 at [218001519](#).
9. Notice of Perpetual Lien of Donala Water and Sanitation District as evidenced by instrument recorded December 1, 1972 at [938939](#) and Notice recorded February 10, 1992 in [Book 5934 at Page 443](#).
10. Notes, easements and any other matters as shown on the plats of Donala Subdivision No. 1 recorded July 17, 1979 in Plat [Book V2 at Page 79](#); Donala Subdivision No. 2 recorded September 13, 1972 in Plat [Book W2 at Page 42](#); and Donala Subdivision No. 3 recorded November 29, 1973 in Plat [Book Z2 at Page 72](#).
11. Terms, conditions, provisions, agreements and obligations contained in the Assignment of Water District Agreement as set forth below:
- Recording Date: June 1, 1992
Recording No.: [Book 5985 at Page 782](#) and October 31, 2002 at [Reception No. 202190206](#) and August 27, 2003 at [Reception No. 203200130](#)
12. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 94-411, Land Use-173 as set forth below:
- Recording Date: January 4, 1995
Recording No.: [Book 6585 at Page 1063](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Use, Right and Obligation Agreement as set forth below:
- Recording Date: August 27, 2003
Recording No.: [Reception No. 203200129](#). Use Covenants recorded in connection therewith February 20, 2007 at [Reception No. 207023262](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Mountain View Electric Association. Inc.

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SCHEDULE B
PART II – Exceptions
(Continued)

Purpose: electric transmission line
Recording Date: June 28, 1974
Recording No: [Book 2687 at Page 220](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs
Purpose: gas line
Recording Date: December 22, 1983
Recording No: [Book 3817 at Page 57](#)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Donala Water and Sanitation District dba Gleneagle Water District
Purpose: ingress, egress, easement 30 feet in width and a well and utility easement
Recording Date: March 30, 1992
Recording No: [Book 5954 at Page 778](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: US West Communications, Inc.
Purpose: telecommunication purposes
Recording Date: November 13, 1996
Recording No: [Reception No. 96143495](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 94-411, Land Use-173 as set forth below:

Recording Date: January 4, 1995
Recording No.: [Book 6585 at Page 1063](#)

19. The effect, if any, of Right of Way and/or Easement given to Mountain View Electric Association, Inc., for electric line purposes, the exact location of which is not specified, recorded May 8, 2001 at [Reception No. 20160148](#).

20. Deeds recorded February 20, 2007 at [Reception No. 207023261](#) and July 20, 2015 at [Reception No. 215076664](#) make reference to water rights.

21. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: August 28, 2003
Recording No.: [Reception No. 203200129](#); Termination and Relinquishment of Rights recorded in connection therewith May 30, 2018 at [Reception No. 218061171](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Use Covenants as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: February 20, 2007
Recording No.: [Reception No. 207023262](#); Termination and Relinquishment of Rights recorded in connection therewith May 30, 2018 at [Reception No. 218061171](#)

23. Terms, conditions, provisions, agreements and obligations contained in the Grant of Utility Easement as set forth below:

Recording Date: November 25, 2008
Recording No.: [Reception No. 208126241](#)

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: electric transmission lines
Recording Date: June 9, 2010
Recording No.: [Reception No. 210054481](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-263 as set forth below:

Recording Date: September 22, 2009
Recording No.: [Reception No. 209111255](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-264 as set forth below:

Recording Date: September 22, 2009
Recording No.: [Reception No. 209111256](#)

27. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:

Recording Date: November 3, 2010
Recording No.: [Reception No. 210130664](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Use of water from "Jake's Lake and other purposes as set forth in deed recorded:

Recording Date: September 27, 2004
Recording No.: [Reception No. 204162691](#), and Quit Claim Deed recorded February 20, 2007 at [Reception No. 207023261](#)

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.

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SCHEDULE B
PART II – Exceptions
(Continued)

Purpose: electric and telecommunications line
Recording Date: March 30, 2010
Recording No: [Reception No. 210028998](#)

30. PUD Development Plan recorded December 22, 2010 at [Reception No. 210130665](#).

31. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-159 as set forth below:

Recording Date: May 24, 2017
Recording No.: [Reception No. 217059768](#)

32. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-160 as set forth below:

Recording Date: May 24, 2017
Recording No.: [Reception No. 217059769](#)

33. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-161 as set forth below:

Recording Date: May 24, 2017
Recording No.: [Reception No. 217059770](#)

34. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-162 as set forth below:

Recording Date: May 24, 2017
Recording No.: [Reception No. 217059771](#)

35. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-164 as set forth below:

Recording Date: May 24, 2017
Recording No.: [Reception No. 217059772](#)

36. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-163 as set forth below:

Recording Date: May 26, 2017
Recording No.: [Reception No. 217060713](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:

Recording Date: June 6, 2017

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: [Reception No. 217065139](#)

38. Terms, conditions, provisions, agreements and obligations contained in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:

Recording Date: August 14, 2017
Recording No.: [Reception No. 217097158](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement as set forth below:

Recording Date: August 14, 2017
Recording No.: [Reception No. 217097159](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement and Maintenance Agreement as set forth below:

Recording Date: October 20, 2017
Recording No.: [Reception No. 217127124](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Easement as set forth below:

Recording Date: October 20, 2017
Recording No.: [Reception No. 217127125](#)

42. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-327 as set forth below:

Recording Date: August 7, 2018
Recording No.: [Reception No. 218091544](#)

43. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: August 14, 2017
Recording No.: [Plat Book 117 at Page 126](#)

44. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$3,562,500.00

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SCHEDULE B
PART II – Exceptions
(Continued)

Trustor/Grantor G & S Development Inc., a Colorado corporation
Trustee: Public Trustee of El Paso County
Beneficiary: Westbrook Capital Holdings LLC.
Recording Date: June 2, 2017
Recording No: [Reception No. 217064172](#)

45. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,000,000.00
Trustor/Grantor G & S Development, Inc.
Trustee: Public Trustee of El Paso County
Beneficiary: Vern B. Swanson, Jr.
Recording Date: June 2, 2017
Recording No: [Reception No. 217064173](#)

Statement of Authority for G & S Development, Inc., a Colorado corporation recorded June 2, 2017 at [Reception No. 217064171](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Scott S. Gratrix, President

46. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-467 as set forth below:

Recording Date: December 12, 2018
Recording No.: [Reception No. 218142443](#)

47. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-254 as set forth below:

Recording Date: July 10, 2019
Recording No.: [Reception No. 219077974](#)

48. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-254 as set forth below:

Recording Date: July 15, 2019
Recording No.: [Reception No. 219079345](#)

END OF EXCEPTIONS

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SCHEDULE B
PART II – Exceptions
(Continued)

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AFFIDAVIT AND INDEMNITY AGREEMENT

TO Fidelity National Title Company a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation.

1. 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 by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: 0 Gleneagle Drive, Colorado Springs, CO

2. We further represent that to the actual knowledge and belief of the undersigned 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.
3. We further represent that to the actual knowledge and belief of the undersigned 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, that they are not against us.
4. 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.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. 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 Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company, a Colorado Corporation and Fidelity National Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:

SELLER:

SELLER:

SELLER:

State of Colorado
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by .

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Tract G, Gleneagle Golf Course Residential Infill Development,
County of El Paso,
State of Colorado



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;

- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 62062-01-120

2018 TAXES PAYABLE 2019

Owner Per Tax Record: G & S DEVELOPMENT INC

Property Type: Real Estate

Property Location: GLENEAGLE DR

Property Description: TR G GLENEAGLE GOLF COURSE RESIDENTIAL INFILL DEVELOPMENT

Alerts:

<u>Assessed Value</u>		
Land	\$	17610
Improvement	\$	0
TOTAL	\$	17610

<u>Tax District: JDF</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	136.27
EPC ROAD & BRIDGE (UNSHARED)	0.000330	5.81
ACADEMY SCHOOL NO 20 - GEN	0.044235	778.97
ACADEMY SCHOOL NO 20 - BOND	0.015981	281.43
* PIKES PEAK LIBRARY	0.004000	70.44
DONALD WESCOTT FIRE PROTECTION	0.007000	123.27
DONALA WATER & SANITATION AREA A	0.021296	375.02
EL PASO COUNTY PID #2	0.010000	176.10
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	262.39
TOTAL	0.125480	2209.70

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

Amount due valid through JULY 31st, 2019: \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 18th day of JULY A.D. 2019

Issued to: epc\trstroup Treasurer
G & S Development Inc

Mark Lowderman
Treasurer, El Paso County

By: 

Fee for issuing this certificate \$10.00 20190718 45875