

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 06/27/2018
File No: 54281ECS
Property Address: 7684, 7670, 7656, 7642, 7628, 7614 Peachleaf Drive & 7680, 7664 Alpine Daisy Drive, Colorado Springs, CO 80925
Buyer/Borrower: TBD
Seller: Glen Development Co., a Colorado corporation
RH Mesa Ridge, LLC
Reunion Homes, Inc.

For changes and updates please contact your Title officer:

Laura Florek
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **lflorek@etinv.com**

Customer:
Reunion Homes, Inc.
P. O. Box 38974
Colorado Springs, CO 80937
Phone: 719-203-5448 Fax: 719-203-5448
Attn: Grant Langdon
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: AGENT

Seller:
Glen Development Co., a Colorado corporation
3 Widefield Boulevard
Colorado Springs, CO 80911
DELIVERED VIA: AGENT
RH Mesa Ridge, LLC
P.O. Box 75309
Colorado Springs, CO 80970
DELIVERED VIA: AGENT
Reunion Homes, Inc.
P.O. Box 75309
Colorado Springs, CO 80970
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

N/A

Phone: Fax:

Phone: Fax:

Attn:

Attn:

Changes: Update Effective Date, Vesting and Sch B Paragraph (i)
Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



FILE NO. 54281ECS



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

Empire Title of Colorado Springs, LLC
As agent for
Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **June 16, 2018 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured:

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>Informational</i>	\$ 250.00
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

RH Mesa Ridge, LLC, as Colorado limited liability company, as to Lot 50

Reunion Homes Inc., a Colorado corporation, as to Lot 52

Glen Development Co., a Colorado corporation, as to the remaining Lots

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

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **7684, 7670, 7656, 7642, 7628, 7614 Peachleaf Drive & 7680, 7664 Alpine Daisy Drive, Colorado Springs, CO 80925**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Laura Florek

EXHIBIT "A"

Lot 50, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 51, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 52, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 53, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 54, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 55, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 93, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Lot 94, The Glen at Widefield Subdivision Filing No. 7, County of El Paso, State of Colorado.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **June 16, 2018 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

- (e) **Recordation of properly executed plat, prepared and certified by a Colorado Registered Land Surveyor, with approval by the proper governing authorities noted thereon.**

NOTE: When the above requirement has been complied with, the description at Item No. 4 of Schedule A will be amended.

NOTE: The company reserves the right to make additional requirements and/or exceptions upon review of the same.

- (f) **Recordation of properly executed Covenants, Conditions and Restrictions Declaration, if any.**
- (g) **Provide to this company an acceptable and insurable metes and bounds legal description of subject property prepared and certified by a Colorado Registered Land Surveyor, Schedule A, Item No. 4 will be amended upon receipt thereof.**

NOTE: This requirement is necessary in that the current legal description is not insurable pursuant to the Underwriting Standards of Old Republic Title Insurance Company and Empire Title Company

- (h) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the

deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Said document must be executed by an Officer of the Corporation or other authority as designated by the By-Laws or by Corporate Resolution.

- (i) Release by the Public Trustee of the County of El Paso of the Deed of Trust from Reunion Homes Inc., a Colorado corporation, Maple Leaf Homes, Inc., a Colorado corporation and RH Mesa Ridge, LLC, as Colorado limited liability company, for the use of Kirkpatrick Bank, to secure \$266,801.00 dated May 15, 2018 recorded May 21, 2018 at Reception No. 218057362. NOTE: Disbursers Notice recorded May 21, 2018 at Reception No. 218057363. (Affects Lot 52)

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded February 21, 2017 at Reception No. 217020845 and re-recorded March 8, 2017 at Reception No. 217027024.

Deed recorded May 18, 2018 at Reception No. 218056885.

Deed recorded May 21, 2018 at Reception No. 218057308.

Deed recorded May 30, 2018 at Reception No. 218061513.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **June 16, 2018 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**
10. **Any rights of the Spring Lake Reservoir as shown on Map recorded under Reception No. 499772, File No. 836.**

11. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of the streams, ditches and/or ponds within the herein described parcel.
12. Terms, agreements, provisions, conditions and obligations as contained in Agreement between W. T. Gore and The League Land Company recorded December 9, 1922 in Book 606 at Page 542 at Reception No. 331050.
13. Agreement between Widefield Water and Sanitation District and JHW Investment Company recorded May 6, 1997 as Reception No. 97051183.
14. The effects of Order and Decree Organizing the Glen Metropolitan District No. 3 and issuance of Certificate of Election recorded June 24, 2004 at Reception No. 204105072.
15. The effects of Order and Decree Organizing the Glen Metropolitan District No. 2 and Issuance of Certificates of Election recorded June 24, 2004 at Reception No. 204105070.
16. Pre-Annexation Agreement recorded September 3, 2004 as Reception No. 204150530.
17. Resolution No. 04-448 recorded November 16, 2004 as Reception No. 204188867.
18. Resolution No. 04-482 recorded February 4, 2005 as Reception No. 205017888.
19. Notes, easements and restrictions as shown on the plat of said subdivision recorded March 7, 2005 at Reception 205032403.
20. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded November 23, 2005 at Reception No. 205187505 and rerecorded May 26, 2006 at Reception No. 206077406.
21. Inclusion within the Security Fire Protection District as evidenced by Order recorded December 9, 2005 as Reception No. 205196147
22. The effects of the Order of Exclusion in regards to the Mesa Ridge Metropolitan District No. 2 recorded October 24, 2007 as Reception No. 207138536. Resolution in regards thereto recorded August 31, 2007 as Reception No. 207114359.
23. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded March 28, 2013 at Reception No. 213040266, recorded November 20, 2014 as Reception No. 214107071, and recorded March 4, 2015 as Reception No. 215020223.
Subject to Section 1.15 of the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Filings Nos. 6A, 6B & 6C recorded March 28, 2013 at Reception No. 213040268 and any and all amendments and/or supplements thereto.
24. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race,

color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 1, 2016 at Reception No. 216085646 and any and all amendments and/or supplements thereto.

- 25. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded January 30, 2017 at Reception No. 217011405.**
- 26. Temporary Access easement for ingress a recorded January 30, 2017 at Reception No. 217011406.**
- 27. Notes, easements, notices and restrictions as shown on the plat of said subdivision recorded January 30, 2017 at Reception No. 217713903. Ratification of Plat recorded April 14, 2017 at Reception No. 217043266.**

Empire Title of Colorado Springs, LLC

Commitment No. **54281ECS**

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**Empire Title of Colorado Springs, LLC
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Empire Title of Colorado Springs, LLC.**

We may collect nonpublic personal information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.