

# 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 3/12/20

Receipt No. 522807

Customer: HODGEN SETTLERS RANCH LLC  
PO BOX 1488  
MONUMENT, CO 80132

Processed by PR

Check No. 2425

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K10	School Fees, School District= 38			3,388.00	1	3,388.00
K07	Park Regional Area = 2			4,730.00	1	4,730.00
K43	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K44	SIA Subdivision Improvement Agreement (each additional page)			5.00	8	40.00
K31	Mylar Pages (1st page)			13.00	1	13.00
K32	Mylar (each additional)			10.00	4	40.00
2	PROJECT NAME: SETTLERS RANCH FIL NO 2C					0.00
1	CUSTOMER NAME: HODGEN SETTLERS RANCH LLC					0.00

**Total \$8,224.00**





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

DATE: January 28, 2020  
 FILE NUMBER: 570-F0609884-370-CSP, Amendment No. 4  
 PROPERTY ADDRESS: Settlers Ranch 2C, Colorado Springs, CO  
 BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 OWNER(S): Hodgen Settlers Ranch, LLC  
 YOUR REFERENCE NUMBER:  
 ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended effective date

**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.**

<b>TO:</b> Fidelity National Title Company 1277 Kelly Johnson Blvd # 100 Colorado Springs, CO 80920	<b>ATTN:</b> CS Title Only <b>PHONE:</b> (719) 590-1711 <b>FAX:</b> (719) 531-5864 <b>E-MAIL:</b>
<b>TO:</b> Oaksbury, Inc. P.O. Box 1488 Monument, CO 80132	<b>ATTN:</b> Mark Davis <b>PHONE:</b> (719) 338-3116 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> markdavis.oaksbury@gmail.com
<b>TO:</b> Rampart Surveys, Inc. PO Box 5101 Woodland Park, CO 80866	<b>ATTN:</b> Kevin Lloyd <b>PHONE:</b> (719) 687-0920 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> Kevin@RampartLS.com
<b>TO:</b> Colorado Springs 1277 Kelly Johnson Blvd # 100 Colorado Springs, CO 80920	<b>ATTN:</b> CS Title Only <b>PHONE:</b> (719) 590-1711 <b>FAX:</b> (719) 531-5864 <b>E-MAIL:</b>

END OF TRANSMITTAL



**Fidelity National Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 570-F0609884-370-CSP, Amendment No. 4

**1. Effective Date:** January 23, 2020 at 7:00 A.M.

<b>2. Policy or policies to be issued:</b>		
	<b>Proposed Insured</b>	<b>Policy Amount</b>
	(a) ALTA Owners Policy 6-17-06	\$10,000.00
	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	
	(b) None	\$0.00
		\$

**3. The estate or interest in the land described or referred to in this Commitment is:**

A Fee Simple

**4. Title to the estate or interest in the land is at the Effective Date vested in:**

Hodgen Settlers Ranch, LLC., a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Settlers Ranch 2C, Colorado Springs, CO

**PREMIUMS:**

Tax Cert	10.00
Update	75.00

## Attached Legal Description

TRACT A, SETTLERS RANCH SUBDIVISION FILING NO. 2B, AS RECORDED UNDER RECEPTION NO. 217714062 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST QUARTER (S1/2 SE1/4 NE1/4) AND A PORTION OF THE SOUTH ONE-HALF (S1/2) OF SECTION 23, TOGETHER WITH THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 24, ALL IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS USED HEREIN ARE BASED ON AN ASSUMED BEARING OF N89°57'46"W, A DISTANCE OF 1326.42 FEET BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23, AS MONUMENTED BY A 3" GALVANIZED STEEL CAP STAMPED "NE COR NW QTR SE QTR SEC 23" AND THE CENTER ONE-QUARTER CORNER OF SAID SECTION 23, AS MONUMENTED BY A 3" GALVANIZED STEEL CAP (ILLEGIBLE);

BEGINNING AT AN ANGLE POINT ON THE NORTHERLY LINE OF SAID TRACT A, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23; THENCE N00°47'45"E ALONG THE WEST LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 662.45 FEET; THENCE N89°48'55"E ALONG THE NORTH LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 1347.60 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF SAID SW1/4 NW1/4; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID SW1/4 NW1/4 THE FOLLOWING FOUR (4) COURSES; 1.) THENCE N00°27'45"E, A DISTANCE OF 661.27 FEET; 2.) THENCE N89°48'42"E, A DISTANCE OF 1318.18 FEET; 3.) THENCE S00°49'57"W, A DISTANCE OF 1323.44 FEET; 4.) THENCE S89°50'36"W, A DISTANCE OF 1309.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID S1/2 SE1/4 NE1/4; THENCE S89°46'03"W ALONG THE SOUTH LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 747.82 FEET; THENCE ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°59'46", AN ARC LENGTH OF 749.23 FEET (THE LONG CHORD OF WHICH BEARS S50°04'43"W, A LONG CHORD DISTANCE OF 688.39 FEET) TO A POINT OF TANGENCY; THENCE N89°27'04"W, A DISTANCE OF 78.29 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23; THENCE S00°20'34"W ALONG THE EASTERLY LINE OF SAID NW1/4 SE1/4, A DISTANCE OF 884.39 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) OF SAID SECTION 23; THENCE S00°19'24"W ALONG THE EASTERLY LINE OF SAID SW1/4 SE1/4, A DISTANCE OF 1023.25 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 1781 AT PAGE 413 OF SAID COUNTY RECORDS; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID TRACT THE FOLLOWING TWO (2) COURSES; 1.) THENCE N89°59'26"W, A DISTANCE OF 199.91 FEET; 2.) THENCE S00°20'31"W, A DISTANCE OF 210.03 FEET TO THE NORTHEAST CORNER OF PARCEL 17A, AS RECORDED UNDER RECEPTION NO. 210041511 OF SAID COUNTY RECORDS; THENCE N90°00'00"W ALONG THAT LINE COMMON TO SAID PARCEL 17A AND SAID TRACT A, A DISTANCE OF 397.50 FEET TO THE SOUTHEAST CORNER OF SETTLERS RANCH SUBDIVISION FILING NO. 2A, AS RECORDED UNDER RECEPTION NO. 213713405 OF SAID COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID

SETTLERS RANCH SUBDIVISION FILING NO. 2A THE FOLLOWING SEVEN (7) COURSES; 1.) THENCE N00°03'29"W, A DISTANCE OF 50.70 FEET; 2.) THENCE N21°22'41"W, A DISTANCE OF 472.97 FEET; 3.) THENCE N29°56'44"E, A DISTANCE OF 50.82 FEET; 4.) THENCE S83°39'08"E, A DISTANCE OF 338.72 FEET; 5.) THENCE ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°35'12", AN ARC LENGTH OF 80.31 FEET (THE LONG CHORD OF WHICH BEARS N07°37'32"W, A LONG CHORD DISTANCE OF 80.22 FEET); 6.) THENCE N70°43'47"W, A DISTANCE OF 312.26 FEET; 7.) THENCE N23°52'09"W, A DISTANCE OF 159.43 FEET TO AN ANGLE POINT ON THE NORTHERLY LINE OF TRACT B OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 7, SETTLERS RANCH SUBDIVISION FILING NO. 2B, AS RECORDED UNDER RECEPTION NO. 217714062 OF SAID COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B THE FOLLOWING SEVENTEEN (17) COURSES; 1.) THENCE N47°06'56"E, A DISTANCE OF 362.93 FEET; 2.) THENCE ALONG THE ARC OF A 420.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°21'07", AN ARC LENGTH OF 266.47 FEET (THE LONG CHORD OF WHICH BEARS N61°03'37"W, A LONG CHORD DISTANCE OF 262.03 FEET); 3.) THENCE N79°14'11"W, A DISTANCE OF 137.98 FEET; 4.) THENCE N10°45'59"E, A DISTANCE OF 60.00 FEET; 5.) THENCE S79°14'11"E, A DISTANCE OF 137.98 FEET; 6.) THENCE ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°52'45", AN ARC LENGTH OF 116.27 FEET (THE LONG CHORD OF WHICH BEARS S72°17'49"E, A LONG CHORD DISTANCE OF 115.99 FEET); 7.) THENCE N24°38'34"E, A DISTANCE OF 321.65 FEET; 8.) THENCE N67°37'32"E, A DISTANCE OF 202.27 FEET; 9.) THENCE N39°09'25"W, A DISTANCE OF 511.96 FEET; 10.) THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°19'13", AN ARC LENGTH OF 92.66 FEET (THE LONG CHORD OF WHICH BEARS S47°40'40"W, A LONG CHORD DISTANCE OF 92.61 FEET); 11.) THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°59'15", AN ARC LENGTH OF 22.77 FEET (THE LONG CHORD OF WHICH BEARS S88°00'41"W, A LONG CHORD DISTANCE OF 20.65 FEET); 12.) THENCE N48°29'41"W, A DISTANCE OF 25.00 FEET; 13.) THENCE S41°29'54"W, A DISTANCE OF 60.00 FEET; 14.) THENCE N48°29'41"W, A DISTANCE OF 107.44 FEET; 15.) THENCE ALONG THE ARC OF A 100.55 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°30'50", AN ARC LENGTH OF 39.51 FEET (THE LONG CHORD OF WHICH BEARS N59°45'07"W, A LONG CHORD DISTANCE OF 39.26 FEET); 16.) THENCE N71°00'32"W, A DISTANCE OF 34.33 FEET; 17.) THENCE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°06'20", AN ARC LENGTH OF 24.10 FEET (THE LONG CHORD OF WHICH BEARS N58°27'22"W, A LONG CHORD DISTANCE OF 23.91 FEET) TO AN ANGLE POINT ON THE NORTHERLY LINE OF LOT 4 OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A; THENCE ALONG THAT LINE COMMON TO TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B AND TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A THE FOLLOWING FOUR (4) COURSES; 1.) THENCE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°03'20", AN ARC LENGTH OF 31.73 FEET (THE LONG CHORD OF WHICH BEARS N29°22'31"W, A LONG CHORD DISTANCE OF 31.29 FEET); 2.) THENCE S77°09'09"W, A DISTANCE OF 378.93 FEET; 3.) THENCE N27°16'25"W, A DISTANCE OF 250.04 FEET; 4.) THENCE N27°39'11"E, A DISTANCE OF 427.52 FEET TO THE NORTHEAST CORNER OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID NW1/4 SE1/4; THENCE S89°57'46"E ALONG THE NORTHERLY LINE OF SAID NW1/4 SE1/4, A DISTANCE OF 1252.18 FEET TO THE POINT OF BEGINNING,  
COUNTY OF EL PASO,  
STATE OF COLORADO



**SCHEDULE B – Section 1  
Requirements**

**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): Hodgen Settlers Ranch, LLC., a Colorado limited liability company

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. 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.
- h. 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. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Statement of Authority for Hodgen Settlers Ranch LLC., a Colorado limited liability company recorded April 17, 2017 at Reception No. 217043958 discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Mark Davis, Manager



**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

## SCHEDULE B – Section 2

### Exceptions

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

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.

8. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.

Dated: October 3, 1887  
Recording Date: October 3, 1887  
Recording No.: Road Book A, page 78

9. Inclusion of the subject property within the Douglas County Soil Conservation District as evidenced by Certificates recorded October 10, 1960 at 169543 and November 25, 1974 in Book 2719 at page 740.
10. Mineral and mineral rights as reserved in Deed recorded July 6, 1978 in Book 3058 at page 602 and any and all assignments or interest thereof.
11. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded September 11, 1978 in Book 3083 at page 704.
12. Right of Way and/or Easement given to The Mountain States Telephone and Telegraph Company recorded January 2, 1979 in Book 3125 at page 847.

13. Right of Way and/or Easement given to Peoples Natural Gas Company recorded July 11, 1988 in Book 5530 at page 329.
14. Inclusion of the subject property within the Tri-Lakes Fire Protection District as evidenced by Resolution recorded July 12, 2004 at Reception No. 204115972 and May 25, 2005 at Reception No. 205075970.
15. Finding of Fact, Conclusions of Law, Ruling of the Referee as contained in Decree recorded January 14, 2005 at Reception No. 205007424. Special Warranty Deed recorded in conjunction therewith January 24, 2006 at Reception No. 206010007.
16. Terms, conditions, provisions as contained in Resolution NO. 05-23 by the Board of County Commissioners recorded March 28, 2005 at Reception No. 205042852.
17. Terms, conditions, provisions as contained in Settlers Ranch Subdivision PUD Development Guidelines recorded May 17, 2005 at Reception No. 205071101.
18. Notes, regulations, restrictions and any other matters as shown or set forth on the PUD Development Plan for Settlers Ranch recorded May 17, 2005 at Reception No. 205071102.
19. 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: January 24, 2006  
Recording No: 206010000
20. Terms, conditions, provisions, agreements and obligations contained in the Bylaws of Settlers Ranch Homeowners Association as set forth below:  
  
Recording Date: January 24, 2006  
Recording No.: 20610006
21. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded April 11, 2006 at Reception No. 206052702.
22. Right of Way and/or Easement given to Mountain View Electric Association, Inc. recorded April 11, 2006 at Reception No. 206052703.
23. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of any creek or stream over the herein described parcel.
24. Rights of other in and to the public right of ways known as Hodgen Road and Stepler Road.
25. Right of Way and/or Easement given to Mountain View Electric Association, Inc., recorded May 4, 2010 at Reception No. 210041512.

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

Recording Date: November 20, 2013  
Recording No.: Reception No. 213140617

27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 13-395 as set forth below:

Recording Date: November 27, 2013  
Recording No.: Reception No. 213143070

28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-159 as set forth below:

Recording Date: March 6, 2014  
Recording No.: Reception No. 214018537

29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-115 as set forth below:

Recording Date: March 10, 2015  
Recording No.: Reception No. 215022556

30. Easements, notes and notices as set forth on the recorded plat of Settlers Ranch Subdivision No. 2A recorded November 20, 2013 at Reception No. 213713405.

31. Master Plat Settler Ranch Subdivision No. 2 recorded November 20, 2013 at Reception No. 213140616

32. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-159 as set forth below:

Recording Date: March 16, 2014  
Recording No.: Reception No. 214018537

33. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-115 as set forth below:

Recording Date: March 10, 2015  
Recording No.: Reception No. 215022556

34. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-115 as set forth below:

Recording Date: April 12, 2017  
Recording No.: Reception No. 217041664

35. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: March 15, 2017  
Recording No.: Reception No. 217029960

26. 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: December 4, 2017  
Recording No.: Reception No. 217714062

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

Recording Date: December 4, 2017  
Recording No.: Reception No. 217146309

28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-68 as set forth below:

Recording Date: February 20, 2018  
Recording No.: Reception No. 218019701

END OF EXCEPTIONS

### 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: **Settlers Ranch 2C, 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:**

\_\_\_\_\_  
Hodgen Settlers Ranch, LLC.

**SELLER:**

**SELLER:**

State of Colorado  
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Hodgen Settlers Ranch, LLC..

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

TRACT A, SETTLERS RANCH SUBDIVISION FILING NO. 2B, AS RECORDED UNDER RECEPTION NO. 217714062 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST QUARTER (S1/2 SE1/4 NE1/4) AND A PORTION OF THE SOUTH ONE-HALF (S1/2) OF SECTION 23, TOGETHER WITH THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (SW1/4 NW1/4) OF SECTION 24, ALL IN TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS USED HEREIN ARE BASED ON AN ASSUMED BEARING OF N89°57'46"W, A DISTANCE OF 1326.42 FEET BETWEEN THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23, AS MONUMENTED BY A 3" GALVANIZED STEEL CAP STAMPED "NE COR NW QTR SE QTR SEC 23" AND THE CENTER ONE-QUARTER CORNER OF SAID SECTION 23, AS MONUMENTED BY A 3" GALVANIZED STEEL CAP (ILLEGIBLE);

BEGINNING AT AN ANGLE POINT ON THE NORTHERLY LINE OF SAID TRACT A, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23; THENCE N00°47'45"E ALONG THE WEST LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 662.45 FEET; THENCE N89°48'55"E ALONG THE NORTH LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 1347.60 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF SAID SW1/4 NW1/4; THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY LINES OF SAID SW1/4 NW1/4 THE FOLLOWING FOUR (4) COURSES; 1.) THENCE N00°27'45"E, A DISTANCE OF 661.27 FEET; 2.) THENCE N89°48'42"E, A DISTANCE OF 1318.18 FEET; 3.) THENCE S00°49'57"W, A DISTANCE OF 1323.44 FEET; 4.) THENCE S89°50'36"W, A DISTANCE OF 1309.58 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID S1/2 SE1/4 NE1/4; THENCE S89°46'03"W ALONG THE SOUTH LINE OF SAID S1/2 SE1/4 NE1/4, A DISTANCE OF 747.82 FEET; THENCE ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°59'46", AN ARC LENGTH OF 749.23 FEET (THE LONG CHORD OF WHICH BEARS S50°04'43"W, A LONG CHORD DISTANCE OF 688.39 FEET) TO A POINT OF TANGENCY; THENCE N89°27'04"W, A DISTANCE OF 78.29 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW1/4 SE1/4) OF SAID SECTION 23; THENCE S00°20'34"W ALONG THE EASTERLY LINE OF SAID NW1/4 SE1/4, A DISTANCE OF 884.39 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (SW1/4 SE1/4) OF SAID SECTION 23; THENCE S00°19'24"W ALONG THE EASTERLY LINE OF SAID SW1/4 SE1/4, A DISTANCE OF 1023.25 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 1781 AT PAGE 413 OF SAID COUNTY RECORDS; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID TRACT THE FOLLOWING TWO (2) COURSES; 1.) THENCE N89°59'26"W, A DISTANCE OF 199.91 FEET; 2.) THENCE S00°20'31"W, A DISTANCE OF 210.03 FEET TO THE NORTHEAST CORNER OF PARCEL 17A, AS RECORDED UNDER RECEPTION NO. 210041511 OF SAID COUNTY RECORDS; THENCE N90°00'00"W ALONG THAT LINE COMMON TO SAID PARCEL 17A AND SAID TRACT A, A DISTANCE OF 397.50 FEET TO THE SOUTHEAST CORNER OF SETTLERS RANCH SUBDIVISION FILING NO. 2A, AS RECORDED UNDER RECEPTION NO. 213713405 OF SAID COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A THE FOLLOWING SEVEN (7) COURSES; 1.) THENCE N00°03'29"W, A DISTANCE OF 50.70 FEET; 2.) THENCE N21°22'41"W, A DISTANCE OF 472.97 FEET; 3.) THENCE N29°56'44"E, A DISTANCE OF 50.82 FEET; 4.) THENCE S83°39'08"E, A DISTANCE OF 338.72 FEET; 5.) THENCE ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°35'12", AN ARC LENGTH OF 80.31 FEET (THE LONG CHORD OF WHICH BEARS N07°37'32"W, A LONG CHORD DISTANCE OF 80.22 FEET); 6.) THENCE N70°43'47"W, A DISTANCE OF 312.26 FEET; 7.) THENCE N23°52'09"W, A DISTANCE OF 159.43 FEET TO AN ANGLE POINT ON THE NORTHERLY LINE OF TRACT B OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 7, SETTLERS RANCH SUBDIVISION FILING NO. 2B, AS RECORDED UNDER RECEPTION NO. 217714062 OF SAID COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B THE FOLLOWING SEVENTEEN (17) COURSES; 1.) THENCE N47°06'56"E, A DISTANCE OF 362.93 FEET; 2.) THENCE ALONG THE ARC OF A 420.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°21'07", AN ARC LENGTH OF 266.47 FEET (THE LONG CHORD OF WHICH BEARS N61°03'37"W, A LONG CHORD DISTANCE OF 262.03 FEET); 3.) THENCE N79°14'11"W, A DISTANCE OF 137.98 FEET; 4.) THENCE N10°45'59"E, A DISTANCE OF 60.00 FEET; 5.) THENCE S79°14'11"E, A DISTANCE OF 137.98 FEET; 6.) THENCE ALONG THE ARC OF A 480.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°52'45", AN ARC LENGTH OF 116.27 FEET (THE LONG CHORD OF WHICH BEARS S72°17'49"E, A LONG CHORD DISTANCE OF 115.99 FEET); 7.) THENCE N24°38'34"E, A DISTANCE OF 321.65 FEET; 8.) THENCE N67°37'32"E, A DISTANCE OF 202.27 FEET; 9.) THENCE N39°09'25"W, A DISTANCE OF 511.96 FEET; 10.) THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°19'13", AN ARC LENGTH OF 92.66 FEET (THE LONG CHORD OF WHICH BEARS S47°40'40"W, A LONG CHORD DISTANCE OF 92.61 FEET); 11.) THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°59'15", AN ARC LENGTH OF 22.77 FEET (THE LONG CHORD OF WHICH BEARS S88°00'41"W, A LONG CHORD DISTANCE OF 20.65 FEET); 12.) THENCE

N48°29'41"W, A DISTANCE OF 25.00 FEET; 13.) THENCE S41°29'54"W, A DISTANCE OF 60.00 FEET; 14.) THENCE N48°29'41"W, A DISTANCE OF 107.44 FEET; 15.) THENCE ALONG THE ARC OF A 100.55 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°30'50", AN ARC LENGTH OF 39.51 FEET (THE LONG CHORD OF WHICH BEARS N59°45'07"W, A LONG CHORD DISTANCE OF 39.26 FEET); 16.) THENCE N71°00'32"W, A DISTANCE OF 34.33 FEET; 17.) THENCE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°06'20". AN ARC LENGTH OF 24.10 FEET (THE LONG CHORD OF WHICH BEARS N58°27'22"W, A LONG CHORD DISTANCE OF 23.91 FEET) TO AN ANGLE POINT ON THE NORTHERLY LINE OF LOT 4 OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B, SAID POINT ALSO BEING AN ANGLE POINT ON THE EASTERLY LINE OF TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A; THENCE ALONG THAT LINE COMMON TO TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2B AND TRACT A OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A THE FOLLOWING FOUR (4) COURSES; 1.) THENCE ALONG THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°03'20", AN ARC LENGTH OF 31.73 FEET (THE LONG CHORD OF WHICH BEARS N29°22'31"W, A LONG CHORD DISTANCE OF 31.29 FEET); 2.) THENCE S77°09'09"W, A DISTANCE OF 378.93 FEET; 3.) THENCE N27°16'25"W, A DISTANCE OF 250.04 FEET; 4.) THENCE N27°39'11"E, A DISTANCE OF 427.52 FEET TO THE NORTHEAST CORNER OF SAID SETTLERS RANCH SUBDIVISION FILING NO. 2A, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID NW1/4 SE1/4; THENCE S89°57'46"E ALONG THE NORTHERLY LINE OF SAID NW1/4 SE1/4, A DISTANCE OF 1252.18 FEET TO THE POINT OF BEGINNING,  
COUNTY OF EL PASO,  
STATE OF COLORADO





# Fidelity National Title<sup>®</sup> Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a Florida corporation ("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 Schedule A and B and to the Conditions of this Commitment.

The Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 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 fault of the Company.

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

IN WITNESS WHEREOF, Fidelity 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.

Countersigned by:

Authorized Signature



By

Randy Quirk, President

Attest

Michael Grovelli, 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 policies 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 the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - 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 Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or

geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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## 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, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

### 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);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

### How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### Other Online Specifics

**Cookies.** When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or

- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

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 information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). 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.

### **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence 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, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice 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 for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer