

**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:** 72014-01-192

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EA CONSTRUCTION CORP

Property Type: Real Estate  
 Property Location: STRUTHERS RD  
 Property Description: THAT PT OF LOTS 1,2,& 3 BLK 1 ACADEMY VILLAGE FIL NO 1  
 DESC AS FOLS: COM AT SE COR OF SD LOT 1 BLK 1 ACADEMY  
 VILLAGE FIL NO 1, THA ALG ARC OF CUR TO THE R HAVING A  
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	150
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>150</b>

<u>Tax District: JBZ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	1.15
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.05
ACADEMY SCHOOL NO 20 - GEN	0.044468	6.67
ACADEMY SCHOOL NO 20 - BOND	0.015748	2.36
* PIKES PEAK LIBRARY	0.003812	0.57
DONALD WESCOTT FIRE PROTECTION	0.007000	1.05
DONALA WATER & SANITATION AREA A	0.021296	3.19
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	2.24
<b>TOTAL</b>	<b>0.115189</b>	<b>17.28</b>

\*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 2017 taxes: 0.00

**Amount due valid through** AUGUST 31st, 2018 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of AUGUST A.D. 2018

Issued to: epcltrsparker Treasurer

Mark Lowderman  
Treasurer, El Paso County

EA Construction  
 Fee for issuing this certificate \$10.00 20180821 36523

By: 

**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:** 72014-01-075

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EA CONSTRUCTION CORP

Property Type: Real Estate  
 Property Location: 1-12-67  
 Property Description: TR IN E2 SEC 1-12-67 DESC AS FOLS: COM AT NELY COR OF LOT 3 BLK 1 ACADEMY VILLAGE FIL NO 1, TH ALG ELY BDY OF SD LOT 3 S 00<15'47" E 231.43 FT, S 00<21'33" E  
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	2120
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>2120</b>

<u>Tax District: JBZ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	16.19
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.70
ACADEMY SCHOOL NO 20 - GEN	0.044468	94.27
ACADEMY SCHOOL NO 20 - BOND	0.015748	33.39
* PIKES PEAK LIBRARY	0.003812	8.08
DONALD WESCOTT FIRE PROTECTION	0.007000	14.84
DONALA WATER & SANITATION AREA A	0.021296	45.15
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	31.59
<b>TOTAL</b>	<b>0.115189</b>	<b>244.21</b>

\*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 2017 taxes: 0.00

**Amount due valid through** AUGUST 31st, 2018 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 21st day of AUGUST A.D. 2018

Issued to: epc/trsparker Treasurer

Mark Lowderman  
Treasurer, El Paso County

EA Construction  
 Fee for issuing this certificate \$10.00 20180821 36489

By: 

## Supplemental Information

**Schedule (Account) No:** 72014-01-075

**Date of Issue:** 21st day of AUGUST A.D. 2018

**Full Property Description:**

308.06 FT, S 89<38'27" W 149.95 FT FOR POB, TH S 89<38'27" W 32.75 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 515.60 FT AN ARC DIST OF 117.07 FT A C/A OF 13<00'34" WHOSE CTR BEARS S 87<49'35" E, S 10<50'09" E 39.98 FT, S 81<32'46" W 85.47 FT, N 16<03'09" W 149.33 FT, S 59<43'51" W 11.65 FT, N 28<50'27" W 84.90 FT, N 75<00'00" E 77.80 FT, N 00<00'00" E 21.68 FT, S 84<40'00" E 126.76 FT, S 08<20'25" W 23.34 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 483.00 FT AN ARC DIST OF 50.67 FT A C/A OF 06<00'37" TO POB, EX PART PLATTED TO #11954 - PARADISE VILLAS - PHASE 3E (72014-01-079)

**Alerts:**

**Owners:**

**ASSESSOR PROPERTY APPRAISAL INFORMATION**

**EL PASO COUNTY**

**Parcel Number:** 72014-01-075

**Master Parcel No:** 72014-01-069

**Owner:** EA CONSTRUCTION CORP  
 1350 CHARTWELL VW  
 COLORADO SPRINGS CO 80906-6709

**Location:** 1-12-67

**Legal Description:** TR IN E2 SEC 1-12-67 DESC AS FOLS: COM AT NELY COR OF LOT 3 BLK 1 ACADEMY VILLAGE FIL NO 1, TH ALG ELY BDRY OF SD LOT 3 S 00<15'47" E 231.43 FT, S 00<21'33" E 308.06 FT, S 89<38'27" W 149.95 FT FOR POB, TH S 89<38'27" W 32.75 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 515.60 FT AN ARC DIST OF 117.07 FT A C/A OF 13<00'34" WHOSE CTR BEARS S 87<49'35" E, S 10<50'09" E 39.98 FT, S 81<32'46" W 85.47 FT, N 16<03'09" W 149.33 FT, S 59<43'51" W 11.65 FT, N 28<50'27" W 84.90 FT, N 75<00'00" E 77.80 FT, N 00<00'00" E 21.68 FT, S 84<40'00" E 126.76 FT, S 08<20'25" W 23.34 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 483.00 FT AN ARC DIST OF 50.67 FT A C/A OF 06<00'37" TO POB, EX PART PLATTED TO #11954 - PARADISE VILLAS - PHASE 3E (72014-01-079)

<u>Txd</u>	<u>Levy</u>	<u>Neighborhood</u>	<u>Plat</u>	<u>Create Date</u>
JBZ	115.189	722	9545	05/19/2005

	<u>Use Code</u>	<u>Area</u>	<u>Assessed Value</u>	<u>Market Value</u>	<u>Appraisal Date</u>
Land:	510	3658SF	2120	7316	4/17
	<b>Total:</b>		2120	7316	

<b>Sales:</b>	<b>Date</b>	<b>Sale Price</b>	<b>Doc fee</b>	<b>Reception #</b>	<b>Book</b>	<b>Page</b>	<b>Sale Code</b>	<b># Parcels</b>
	09/17/2008		\$0.00	208102977				0
	09/17/2008	\$2,013,391	\$201.34	208102978			BK	7
	10/17/2013		\$0.00	213129846				0
	07/26/2017		\$0.00	217087855				0
	07/27/2017		\$0.00	217088846				0

<u>Taxing Entities</u>	<u>Mill Rate</u>
ELPASO COUNTY	7.965
ACADEMY SCHOOL NO 20	60.216
PIKES PEAK LIBRARY	3.812
DONALD WESCOTT FIRE PROTECTION	7



90 South Cascade Avenue, Ste 950  
Colorado Springs, CO 80903  
Phone: (719) 639-7810  
Fax:

**DATE:** August 13, 2018  
**FILE NUMBER:** 592-H0542113-072-AW0  
**PROPERTY ADDRESS:** 405 Mountain Brush Heights, Colorado Springs, CO  
**BUYER/BORROWER:** Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below  
**OWNER(S):** EA Construction corporation, a Colorado corporation  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:**

**PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:**

None.

**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.**

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**TO: Heritage Title Company, Inc.**  
**90 South Cascade Avenue**  
**Ste 950**  
**Colorado Springs, CO 80903**

**ATTN: Amelia Walsh**  
**PHONE: (719) 639-7812**  
**FAX: (866) 899-5862**  
**E-MAIL: awalsh@heritagetco.com**

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**TO: Colorado Springs Cascade**  
**90 South Cascade Avenue**  
**Ste 950**  
**Colorado Springs, CO 80903**

**ATTN: Amelia Walsh**  
**PHONE: (719) 639-7810**  
**FAX:**  
**E-MAIL: awalsh@heritagetco.com**

**END OF TRANSMITTAL**

**Commonwealth Land Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 592-H0542113-072-AW0

**1. Effective Date:** August 9, 2018 at 7:00 A.M.

**2. Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$0.00
Purchaser with contractual rights under a purchaser 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:**

EA Construction Corporation, a Colorado corporation

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

See Attached Legal Description

(for informational purposes only) 405 Mountain Brush Heights, Colorado Springs, CO

**PREMIUMS:**

## Attached Legal Description

An as yet to be platted portion of the following described:

A parcel of land being a portion of Lot 2 and Lot 3, Block 1, Academy Village Filing No. 1, recorded under Reception No. 096156157, of the records of El Paso County, Colorado, located in the East half of Section 1, Township 12 South, Range 67 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described below:

A portion of Parcel D, recorded October 17, 2013 under Reception No. 213129846, of the record of El Paso County, Colorado, more particularly described below:

Basis of Bearings:

The Westerly boundary of Paradise Villas – Phase 3E, recorded under Reception No. 205037640, in the records of El Paso County, Colorado, being monumented at the Southerly end by a 1 ½” CCES LLC PLS 30118” aluminum cap and at the Northerly end by a 1 ½” aluminum surveyors cap stamped “CCES LLC PLS 30118” aluminum cap, bears N 08°55’38” E, a distance of 128.70 feet;

Beginning at the Southwest corner of said Paradise Villas – Phase 3E, said point of beginning also being the Northwesterly corner of Paradise Villas – Phase 3D, recorded under Reception No. 205034638, of the records of El Paso County, Colorado;

Thence coincident with the said Westerly boundary of said Paradise Villas – Phase 3E, N 08°55’38” E, a distance of 105.67 feet, to the Southwesterly corner of Paradise Villas – Phase 4C, recorded under Reception No. 206712359, of the records of El Paso County, Colorado, monument by a 1 ½” CCES LLC PLS 30118” aluminum cap;

The following seven (7) courses are coincident with the Southerly boundary of said Paradise Villas – Phase 4C:

- 1) Thence S 75°00’00” W, a distance of 83.45 feet;
- 2) Thence on the arc of a curve to the right having a delta of 41°26’23”, a radius of 47.50 feet, an arc length of 34.35 feet, whose chord bears S 39°46’37” W, a distance of 33.61 feet;
- 3) Thence S 60°29’48” W, a distance of 66.52 feet;
- 4) Thence on the arc of a curve to the right, having a delta of 12°58’55”, a radius of 315.51 feet, an arc length of 71.49 feet, whose chord bears S 66°59’16” W, a distance of 71.33 feet;
- 5) Thence S 73°28’43” W, a distance of 35.03 feet;
- 6) Thence on the arc of a curve to the left having a delta of 90°00’00”, a radius of 18.50 feet, an arc length of 29.06 feet, whose chord bears S 28°28’07” W, a distance of 26.16 feet;
- 7) Thence S 16°31’53” E, a distance of 61.31 feet, to the Southeast corner of said Paradise Villas – Phase 4C, monumented by a 1 ½” CCED LLC PLS 30118” aluminum cap; said Southeast corner also being the Northwest corner of Paradise Villas – Phase 2E, recorded under Reception NO. 206712897, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2E:

- 1) Thence N 74°10’57” E, a distance of 82.31 feet;
- 2) Thence N 59°43’51” E, a distance of 37.31 feet, to the Northeast corner of said Paradise Villas – Phase 2E, monumented by a 1 ½” CCES LLC PLS 30118” aluminum cap, said Northeast corner also being the

Northwest corner of Paradise Villas – Phase 4F, recorded under Reception No. 214713536, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2F:

- 1) Thence N 59°43'51" E, a distance of 115.75 feet;
- 2) Thence S 81°04'22" E, a distance of 26.83 feet, to the Point of Beginning;

EXCEPT

That parcel recorded August 15, 2013, recorded under Reception No. 213105240, of the records of El Paso County, Colorado;

AND EXCEPT

That parcel recorded October 17, 2013, recorded under Reception No. 213129846, of the records of El Paso County, Colorado.

TO BE KNOWN AS:

Lot 111 in Paradise Villas - Phase 3C, 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): EA Construction Corporation, a Colorado corporation

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

- f. Furnish to the Company for approval and recordation Plat of Paradise Villas – Phase 3C Subdivision.

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

- g. Recordation of Supplemental Declaration annexing subject property into Declaration recorded November 14, 2002 at Reception No. 2002200799

- h. Furnish for recordation a deed as set forth below:

Grantor(s): EA Construction Corporation, a Colorado corporation  
Grantee(s): Paradise Villas Owners Association, Inc.

(as to Tract A – Paradise Village Phase 3C – to be created)

- i. Furnish for recordation a deed as set forth below:

Grantor(s): EA Construction Corporation, a Colorado corporation  
Grantee(s): Whitehall Financial Corp., a Colorado corporation

- j. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Colorado registered land surveyor.

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

- k. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.
- l. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- m. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- n. Furnish for recordation a partial release of deed of trust:

Amount: \$837,500.00  
Trustor/Grantor: Sharon Faircloth  
Trustee: Public Trustee of El Paso County  
Beneficiary: TBK Bank, SSB  
Recording Date: July 11, 2017  
Recording No: 217081231

- o. Furnish for recordation a partial release of deed of trust:

Amount: \$637,500.00  
Trustor/Grantor: Sharon Lynn Noble Faircloth  
Trustee: Public Trustee of El Paso County  
Beneficiary: TBK Bank, SSB  
Recording Date: November 13, 2017  
Recording No: 217137390

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Quit Claim Deed recorded July 27, 2017 at Reception No. 217088846.

**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.**

NOTE: Exception(s) number(ed) 1-4 will not appear on the Owner's/ Lenders Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

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. Mineral reservations as recorded in Book 1340 at Page 311, in Book 1340 at Page 317 and in Book 1341 at Page 576.
9. Right of way to the Mountain States Telephone and Telegraph Company for communications purposes as recorded in Book 3737 at Page 849.
10. Terms, agreements, provisions, conditions and obligations as contained in Agreement for Formation of a Local Improvement District for Gleneagle Drive recorded January 26, 1989 in Book 5599 at Page 75.
11. Terms, conditions, restrictions and requirements of the Subdivision Improvements Agreement recorded December 19, 1996 at Reception No. 96156158.
12. Terms, conditions, restrictions and requirements of Resolution 96-457, Land Transfer - 30, of the El Paso County Commissioners recorded January 24, 1997 at Reception No. 97008559.
13. Terms, conditions, restrictions and requirements of Resolution 97-298, General - 68, of the El Paso County Commissioners recorded September 4, 1997 at Reception No. 97102655.
14. Right of way, whether in fee or easement only, for roadway and utilities, as granted to Donala Water and Sanitation District by Interchange Associates, recorded August 1, 1975 in Book 2767 at Page 809.

15. 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 Declaration for Struthers Road Local Improvement District 1997-1 as recorded July 24, 1998 at Reception No. 98103455 and El Paso Board of County Commissioners Resolution No. 98-378 recorded September 15, 1998 and Resolution No. 04-108 recorded March 26, 2004 at Reception No. 204048197. Resolution No. 05-533 to approve a release recorded December 29, 2005 at Reception No. 205204685, and Release given in conjunction therewith December 29, 2005 at Reception No. 205204686, and any and all amendments, annexations, assignments and supplements thereto.
16. Grant of right of way to Mountain View Electric Association, Inc. recorded November 29, 1999 at Reception No. 99179599; July 2, 2002 at Reception No. 202107450; October 16, 2002 at Reception No. 202178370.
17. Easements, roads, rights of way, conditions, restrictions and requirements set forth on the recorded plat of Academy Village Filing No. 1.
18. Grant of permanent public drainage and public utility easement recorded December 7, 2001 at Reception No. 201179239.
19. Avigation Easement recorded December 7, 2001 at Reception No. 201179238 and recorded January 28, 2002 at Reception No. 202014354.
20. Easements as contained in instrument recorded November 13, 2009 at Reception No. 209131479.
21. Covenants, Conditions and Restrictions, 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 Declaration recorded November 14, 2002 at Reception No. 202200799, Amendments recorded December 4, 2002 at Reception No. 202214310; December 20, 2005 at Reception No. 205200279; February 3, 2006 at Reception No. 206017596; August 23, 2006 at Reception No. 206124901; November 13, 2009 at Reception No. 209131480; August 23, 2011 at Reception No. 211081402; November 27, 2007 at Reception No. 207149831; July 12, 2006 at Reception No. 206102164; August 23, 2006 at Reception No. 206124902; August 22, 2005 at Reception No. 205129723; December 6, 2007 at Reception No. 207155263; November 25, 2005 at Reception No. 205169781; April 27, 2006 at Reception No. 206060830; December 8, 2004 at Reception No. 204200968; September 13, 2004 at Reception No. 204154028; June 11, 2004 at Reception No. 204097665; March 14, 2006 at Reception No. 206037038; March 25, 2005 at Reception No. 205041900; March 25, 2005 at Reception No. 205041903; February 23, 2004 at Reception No. 204029678; May 8, 2003 at Reception No. 203099603; May 29, 2003 at Reception No. 203116757; July 16, 2004 at Reception No. 204119130; November 6, 2003 at Reception No. 203261905; December 12, 2003 at Reception No. 203286014; December 29, 2003 at Reception No. 203293640; July 19, 2004 at Reception No. 204119884; March 25, 2005 at Reception No. 205041906; October 13, 2009 at Reception No. 209120317, and March 20, 2015 at Reception No. 215026567, and any and all amendments, annexations, assignments and supplements thereto.

22. 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 of Academy Village Filing No. 1 recorded December 19, 1996 in Plat Book 96 at Page 149.
23. 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:

Recording No:

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

**TO Heritage Title Company, Inc.** a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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: **405 Mountain Brush Heights, 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 Heritage Title Company, Inc. 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 **Heritage Title Company, Inc.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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:**

EA Construction corporation, a Colorado corporation

**SELLER:**

**SELLER:**

State of Colorado  
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by EA Construction corporation, a Colorado corporation.

(SEAL)

Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

An as yet to be platted portion of the following described:

A parcel of land being a portion of Lot 2 and Lot 3, Block 1, Academy Village Filing No. 1, recorded under Reception No. 096156157, of the records of El Paso County, Colorado, located in the East half of Section 1, Township 12 South, Range 67 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described below:

A portion of Parcel D, recorded October 17, 2013 under Reception No. 213129846, of the record of El Paso County, Colorado, more particularly described below:

Basis of Bearings:

The Westerly boundary of Paradise Villas – Phase 3E, recorded under Reception No. 205037640, in the records of El Paso County, Colorado, being monumented at the Southerly end by a 1 ½" CCES LLC PLS 30118" aluminum cap and at the Northerly end by a 1 ½" aluminum surveyors cap stamped "CCES LLC PLS 30118" aluminum cap, bears N 08°55'38" E, a distance of 128.70 feet;

Beginning at the Southwest corner of said Paradise Villas – Phase 3E, said point of beginning also being the Northwesterly corner of Paradise Villas – Phase 3D, recorded under Reception No. 205034638, of the records of El Paso County, Colorado;

Thence coincident with the said Westerly boundary of said Paradise Villas – Phase 3E, N 08°55'38" E, a distance of 105.67 feet, to the Southwesterly corner of Paradise Villas – Phase 4C, recorded under Reception No. 206712359, of the records of El Paso County, Colorado, monument by a 1 ½" CCES LLC PLS 30118" aluminum cap;

The following seven (7) courses are coincident with the Southerly boundary of said Paradise Villas – Phase 4C:

- 8) Thence S 75°00'00" W, a distance of 83.45 feet;
- 9) Thence on the arc of a curve to the right having a delta of 41°26'23", a radius of 47.50 feet, an arc length of 34.35 feet, whose chord bears S 39°46'37" W, a distance of 33.61 feet;
- 10) Thence S 60°29'48" W, a distance of 66.52 feet;
- 11) Thence on the arc of a curve to the right, having a delta of 12°58'55", a radius of 315.51 feet, an arc length of 71.49 feet, whose chord bears S 66°59'16" W, a distance of 71.33 feet;
- 12) Thence S 73°28'43" W, a distance of 35.03 feet;
- 13) Thence on the arc of a curve to the left having a delta of 90°00'00", a radius of 18.50 feet, an arc length of 29.06 feet, whose chord bears S 28°28'07" W, a distance of 26.16 feet;
- 14) Thence S 16°31'53" E, a distance of 61.31 feet, to the Southeast corner of said Paradise Villas – Phase 4C, monumented by a 1 ½" CCED LLC PLS 30118" aluminum cap; said Southeast corner also being the Northwest corner of Paradise Villas – Phase 2E, recorded under Reception NO. 206712897, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2E:

- 3) Thence N 74°10'57" E, a distance of 82.31 feet;
- 4) Thence N 59°43'51" E, a distance of 37.31 feet, to the Northeast corner of said Paradise Villas – Phase 2E, monumented by a 1 ½" CCES LLC PLS 30118" aluminum cap, said Northeast corner also being the Northwest corner of Paradise Villas – Phase 4F, recorded under Reception No. 214713536, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2F:

- 3) Thence N 59°43'51" E, a distance of 115.75 feet;
- 4) Thence S 81°04'22" E, a distance of 26.83 feet, to the Point of Beginning;

EXCEPT

That parcel recorded August 15, 2013, recorded under Reception No. 213105240, of the records of El Paso County, Colorado;

AND EXCEPT

That parcel recorded October 17, 2013, recorded under Reception No. 213129846, of the records of El Paso County, Colorado.

TO BE KNOWN AS:

08/13/2018 3:57 PM Commitment No.: 592-H0542113-072-AW0

Lot 111 in Paradise Villas - Phase 3C, County of El Paso, State of Colorado.





**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Heritage Title Company, Inc.**

**AS AGENT FOR**

**Commonwealth Land Title Insurance Company**

Commonwealth Land 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, Commonwealth Land 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: Terry Williams  
Terry Williams  
Authorized Signature



By: Randy Quirk  
Randy Quirk, President  
Attest: Michael Gravella  
Michael Gravella, 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 Heritage Title Company, Inc. 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.

08/13/2018 3:57 PM Commitment No.: 592-H0542113-072-AW0

**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.



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, 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





90 South Cascade Avenue, Ste 950  
Colorado Springs, CO 80903  
Phone: (719) 639-7810  
Fax:

**DATE:** August 13, 2018  
**FILE NUMBER:** 592-H0542114-072-AW0  
**PROPERTY ADDRESS:** 385 Mountain Brush Heights, Colorado Springs, CO  
**BUYER/BORROWER:** Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below  
**OWNER(S):** EA Construction corporation, a Colorado corporation  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:**

**PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:**

None.

**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:** Heritage Title Company, Inc.  
90 South Cascade Avenue  
Ste 950  
Colorado Springs, CO 80903

**ATTN:** Amelia Walsh  
**PHONE:** (719) 639-7812  
**FAX:** (866) 899-5862  
**E-MAIL:** awalsh@heritagetco.com

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**TO:** Colorado Springs Cascade  
90 South Cascade Avenue  
Ste 950  
Colorado Springs, CO 80903

**ATTN:** Amelia Walsh  
**PHONE:** (719) 639-7810  
**FAX:**  
**E-MAIL:** awalsh@heritagetco.com

**END OF TRANSMITTAL**

**Commonwealth Land Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 592-H0542114-072-AW0

**1. Effective Date:** August 9, 2018 at 7:00 A.M.

**2. Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Loan Policy 6-17-06 Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below	\$0.00
(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:**

EA Construction Corporation, a Colorado corporation

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

See Attached Legal Description

(for informational purposes only) 385 Mountain Brush Heights, Colorado Springs, CO

**PREMIUMS:**

## Attached Legal Description

An as yet to be platted portion of the following described:

A parcel of land being a portion of Lot 2 and Lot 3, Block 1, Academy Village Filing No. 1, recorded under Reception No. 096156157, of the records of El Paso County, Colorado, located in the East half of Section 1, Township 12 South, Range 67 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described below:

A portion of Parcel D, recorded October 17, 2013 under Reception No. 213129846, of the record of El Paso County, Colorado, more particularly described below:

### Basis of Bearings:

The Westerly boundary of Paradise Villas – Phase 3E, recorded under Reception No. 205037640, in the records of El Paso County, Colorado, being monumented at the Southerly end by a 1 ½” CCES LLC PLS 30118” aluminum cap and at the Northerly end by a 1 ½” aluminum surveyors cap stamped “CCES LLC PLS 30118” aluminum cap, bears N 08°55’38” E, a distance of 128.70 feet;

Beginning at the Southwest corner of said Paradise Villas – Phase 3E, said point of beginning also being the Northwesterly corner of Paradise Villas – Phase 3D, recorded under Reception No. 205034638, of the records of El Paso County, Colorado;

Thence coincident with the said Westerly boundary of said Paradise Villas – Phase 3E, N 08°55’38” E, a distance of 105.67 feet, to the Southwesterly corner of Paradise Villas – Phase 4C, recorded under Reception No. 206712359, of the records of El Paso County, Colorado, monument by a 1 ½” CCES LLC PLS 30118” aluminum cap;

The following seven (7) courses are coincident with the Southerly boundary of said Paradise Villas – Phase 4C:

- 1) Thence S 75°00’00” W, a distance of 83.45 feet;
- 2) Thence on the arc of a curve to the right having a delta of 41°26’23”, a radius of 47.50 feet, an arc length of 34.35 feet, whose chord bears S 39°46’37” W, a distance of 33.61 feet;
- 3) Thence S 60°29’48” W, a distance of 66.52 feet;
- 4) Thence on the arc of a curve to the right, having a delta of 12°58’55”, a radius of 315.51 feet, an arc length of 71.49 feet, whose chord bears S 66°59’16” W, a distance of 71.33 feet;
- 5) Thence S 73°28’43” W, a distance of 35.03 feet;
- 6) Thence on the arc of a curve to the left having a delta of 90°00’00”, a radius of 18.50 feet, an arc length of 29.06 feet, whose chord bears S 28°28’07” W, a distance of 26.16 feet;
- 7) Thence S 16°31’53” E, a distance of 61.31 feet, to the Southeast corner of said Paradise Villas – Phase 4C, monumented by a 1 ½” CCED LLC PLS 30118” aluminum cap; said Southeast corner also being the Northwest corner of Paradise Villas – Phase 2E, recorded under Reception NO. 206712897, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2E:

- 1) Thence N 74°10’57” E, a distance of 82.31 feet;
- 2) Thence N 59°43’51” E, a distance of 37.31 feet, to the Northeast corner of said Paradise Villas – Phase 2E, monumented by a 1 ½” CCES LLC PLS 30118” aluminum cap, said Northeast corner also being the

Northwest corner of Paradise Villas – Phase 4F, recorded under Reception No. 214713536, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2F:

- 1) Thence N 59°43'51" E, a distance of 115.75 feet;
- 2) Thence S 81°04'22" E, a distance of 26.83 feet, to the Point of Beginning;

EXCEPT

That parcel recorded August 15, 2013, recorded under Reception No. 213105240, of the records of El Paso County, Colorado;

AND EXCEPT

That parcel recorded October 17, 2013, recorded under Reception No. 213129846, of the records of El Paso County, Colorado.

TO BE KNOWN AS:

Lot 112 in Paradise Villas - Phase 3C, 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): EA Construction Corporation, a Colorado corporation

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

- f. Furnish to the Company for approval and recordation Plat of Paradise Villas – Phase 3C Subdivision.

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

- g. Recordation of Supplemental Declaration annexing subject property into Declaration recorded November 14, 2002 at Reception No. 2002200799

- h. Furnish for recordation a deed as set forth below:

Grantor(s): EA Construction Corporation, a Colorado corporation  
Grantee(s): Paradise Villas Owners Association, Inc.

(as to Tract A – Paradise Village Phase 3C – to be created)

- i. Furnish for recordation a deed as set forth below:

Grantor(s): EA Construction Corporation, a Colorado corporation  
Grantee(s): Whitehall Financial Corp., a Colorado corporation

- j. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Colorado registered land surveyor.

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

- k. The Company reserves the right to add additional exceptions and/or make further requirements once the identity of the Purchaser is disclosed.
- l. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- m. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- n. Furnish for recordation a partial release of deed of trust:  
  
Amount: \$837,500.00  
Trustor/Grantor: Sharon Faircloth  
Trustee: Public Trustee of El Paso County  
Beneficiary: TBK Bank, SSB  
Recording Date: July 11, 2017  
Recording No: 217081231

- o. Furnish for recordation a partial release of deed of trust:  
  
Amount: \$637,500.00  
Trustor/Grantor: Sharon Lynn Noble Faircloth  
Trustee: Public Trustee of El Paso County  
Beneficiary: TBK Bank, SSB  
Recording Date: November 13, 2017  
Recording No: 217137390

**24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:**

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Quit Claim Deed recorded July 27, 2017 at Reception No. 217088846.

**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.**

NOTE: Exception(s) number(ed) 1-4 will not appear on the Owner's/ Lenders Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

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. Mineral reservations as recorded in Book 1340 at Page 311, in Book 1340 at Page 317 and in Book 1341 at Page 576.
9. Right of way to the Mountain States Telephone and Telegraph Company for communications purposes as recorded in Book 3737 at Page 849.
10. Terms, agreements, provisions, conditions and obligations as contained in Agreement for Formation of a Local Improvement District for Gleneagle Drive recorded January 26, 1989 in Book 5599 at Page 75.
11. Terms, conditions, restrictions and requirements of the Subdivision Improvements Agreement recorded December 19, 1996 at Reception No. 96156158.
12. Terms, conditions, restrictions and requirements of Resolution 96-457, Land Transfer - 30, of the El Paso County Commissioners recorded January 24, 1997 at Reception No. 97008559.
13. Terms, conditions, restrictions and requirements of Resolution 97-298, General - 68, of the El Paso County Commissioners recorded September 4, 1997 at Reception No. 97102655.
14. Right of way, whether in fee or easement only, for roadway and utilities, as granted to Donala Water and Sanitation District by Interchange Associates, recorded August 1, 1975 in Book 2767 at Page 809.

15. 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 Declaration for Struthers Road Local Improvement District 1997-1 as recorded July 24, 1998 at Reception No. 98103455 and El Paso Board of County Commissioners Resolution No. 98-378 recorded September 15, 1998 and Resolution No. 04-108 recorded March 26, 2004 at Reception No. 204048197. Resolution No. 05-533 to approve a release recorded December 29, 2005 at Reception No. 205204685, and Release given in conjunction therewith December 29, 2005 at Reception No. 205204686, and any and all amendments, annexations, assignments and supplements thereto.
16. Grant of right of way to Mountain View Electric Association, Inc. recorded November 29, 1999 at Reception No. 99179599; July 2, 2002 at Reception No. 202107450; October 16, 2002 at Reception No. 202178370.
17. Easements, roads, rights of way, conditions, restrictions and requirements set forth on the recorded plat of Academy Village Filing No. 1.
18. Grant of permanent public drainage and public utility easement recorded December 7, 2001 at Reception No. 201179239.
19. Avigation Easement recorded December 7, 2001 at Reception No. 201179238 and recorded January 28, 2002 at Reception No. 202014354.
20. Easements as contained in instrument recorded November 13, 2009 at Reception No. 209131479.
21. Covenants, Conditions and Restrictions, 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 Declaration recorded November 14, 2002 at Reception No. 202200799, Amendments recorded December 4, 2002 at Reception No. 202214310; December 20, 2005 at Reception No. 205200279; February 3, 2006 at Reception No. 206017596; August 23, 2006 at Reception No. 206124901; November 13, 2009 at Reception No. 209131480; August 23, 2011 at Reception No. 211081402; November 27, 2007 at Reception No. 207149831; July 12, 2006 at Reception No. 206102164; August 23, 2006 at Reception No. 206124902; August 22, 2005 at Reception No. 205129723; December 6, 2007 at Reception No. 207155263; November 25, 2005 at Reception No. 205169781; April 27, 2006 at Reception No. 206060830; December 8, 2004 at Reception No. 204200968; September 13, 2004 at Reception No. 204154028; June 11, 2004 at Reception No. 204097665; March 14, 2006 at Reception No. 206037038; March 25, 2005 at Reception No. 205041900; March 25, 2005 at Reception No. 205041903; February 23, 2004 at Reception No. 204029678; May 8, 2003 at Reception No. 203099603; May 29, 2003 at Reception No. 203116757; July 16, 2004 at Reception No. 204119130; November 6, 2003 at Reception No. 203261905; December 12, 2003 at Reception No. 203286014; December 29, 2003 at Reception No. 203293640; July 19, 2004 at Reception No. 204119884; March 25, 2005 at Reception No. 205041906; October 13, 2009 at Reception No. 209120317, and March 20, 2015 at Reception No. 215026567, and any and all amendments, annexations, assignments and supplements thereto.



22. 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 of Academy Village Filing No. 1 recorded December 19, 1996 in Plat Book 96 at Page 149.
  
23. 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:

Recording No:

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

**TO Heritage Title Company, Inc.** a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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: **385 Mountain Brush Heights, 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 Heritage Title Company, Inc. 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 **Heritage Title Company, Inc.**, a Colorado Corporation and Commonwealth Land Title Insurance Company, a Nebraska 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:**

\_\_\_\_\_  
EA Construction corporation, a Colorado corporation

**SELLER:**

**SELLER:**

State of Colorado  
County of **EI Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by EA Construction corporation, a Colorado corporation.

(SEAL)

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

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

An as yet to be platted portion of the following described:

A parcel of land being a portion of Lot 2 and Lot 3, Block 1, Academy Village Filing No. 1, recorded under Reception No. 096156157, of the records of El Paso County, Colorado, located in the East half of Section 1, Township 12 South, Range 67 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, more particularly described below:

A portion of Parcel D, recorded October 17, 2013 under Reception No. 213129846, of the record of El Paso County, Colorado, more particularly described below:

Basis of Bearings:

The Westerly boundary of Paradise Villas – Phase 3E, recorded under Reception No. 205037640, in the records of El Paso County, Colorado, being monumented at the Southerly end by a 1 ½" CCES LLC PLS 30118" aluminum cap and at the Northerly end by a 1 ½" aluminum surveyors cap stamped "CCES LLC PLS 30118" aluminum cap, bears N 08°55'38" E, a distance of 128.70 feet;

Beginning at the Southwest corner of said Paradise Villas – Phase 3E, said point of beginning also being the Northwestern corner of Paradise Villas – Phase 3D, recorded under Reception No. 205034638, of the records of El Paso County, Colorado;

Thence coincident with the said Westerly boundary of said Paradise Villas – Phase 3E, N 08°55'38" E, a distance of 105.67 feet, to the Southwesterly corner of Paradise Villas – Phase 4C, recorded under Reception No. 206712359, of the records of El Paso County, Colorado, monument by a 1 ½" CCES LLC PLS 30118" aluminum cap;

The following seven (7) courses are coincident with the Southerly boundary of said Paradise Villas – Phase 4C:

- 8) Thence S 75°00'00" W, a distance of 83.45 feet;
- 9) Thence on the arc of a curve to the right having a delta of 41°26'23", a radius of 47.50 feet, an arc length of 34.35 feet, whose chord bears S 39°46'37" W, a distance of 33.61 feet;
- 10) Thence S 60°29'48" W, a distance of 66.52 feet;
- 11) Thence on the arc of a curve to the right, having a delta of 12°58'55", a radius of 315.51 feet, an arc length of 71.49 feet, whose chord bears S 66°59'16" W, a distance of 71.33 feet;
- 12) Thence S 73°28'43" W, a distance of 35.03 feet;
- 13) Thence on the arc of a curve to the left having a delta of 90°00'00", a radius of 18.50 feet, an arc length of 29.06 feet, whose chord bears S 28°28'07" W, a distance of 26.16 feet;
- 14) Thence S 16°31'53" E, a distance of 61.31 feet, to the Southeast corner of said Paradise Villas – Phase 4C, monumented by a 1 ½" CCED LLC PLS 30118" aluminum cap; said Southeast corner also being the Northwest corner of Paradise Villas – Phase 2E, recorded under Reception NO. 206712897, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2E:

- 3) Thence N 74°10'57" E, a distance of 82.31 feet;
- 4) Thence N 59°43'51" E, a distance of 37.31 feet, to the Northeast corner of said Paradise Villas – Phase 2E, monumented by a 1 ½" CCES LLC PLS 30118" aluminum cap, said Northeast corner also being the Northwest corner of Paradise Villas – Phase 4F, recorded under Reception No. 214713536, of the records of El Paso County, Colorado;

The following two (2) courses are coincident with the North line of said Paradise Villas – Phase 2F:

- 3) Thence N 59°43'51" E, a distance of 115.75 feet;
- 4) Thence S 81°04'22" E, a distance of 26.83 feet, to the Point of Beginning;

EXCEPT

That parcel recorded August 15, 2013, recorded under Reception No. 213105240, of the records of El Paso County, Colorado;

AND EXCEPT

That parcel recorded October 17, 2013, recorded under Reception No. 213129846, of the records of El Paso County, Colorado.

TO BE KNOWN AS:

08/13/2018 4:02 PM Commitment No.: 592-H0542114-072-AW0

Lot 112 in Paradise Villas - Phase 3C, County of El Paso, State of Colorado.



COMMITMENT FOR TITLE INSURANCE

Issued by

Heritage Title Company, Inc.

AS AGENT FOR

Commonwealth Land Title Insurance Company

Commonwealth Land 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, Commonwealth Land 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: Terry Williams Authorized Signature



By: Randy Quirk, President
Attest: Michael Gravelle, 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 Heritage Title Company, Inc. 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.

08/13/2018 4:02 PM Commitment No.: 592-H0542114-072-AW0

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.





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, 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

# 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 10/15/18

Customer: EA CONSTRUCTION  
 385 MOUNTAIN BRUSH HTS  
 COLORADO SPRINGS, CO  
 80921

Receipt No. 521752

Processed by DD

Check No.

Payment Method CC

Item	Description	Prefix	Type	Rate	Qty	Amount
C19	Townhome, Condominium, or Crystal Park Plat	CP, SF	C	1,050.00		1,050.00
3	Surcharge - Projects			37.00		37.00
K28	Mylar Pages (each page)			13.00		13.00
1	CUSTOMER NAME: EA CONSTRUCTION					0.00
2	PROJECT NAME: PARADISE VILLAS					0.00

**Total \$1,100.00**