

Unified Title Company, LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: **719-578-5900**
Fax:

Transmittal Information

Date: **08/18/2020**

File No: **59079UTC**

Property Address: **Vacant Land (Plat Commitment for Paint Brush Hills Filing No. 14), Peyton, CO 80831**

Buyer\Borrower: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.**

Seller: **AEROPLAZA FOUNTAIN, LLC, a Colorado limited liability company**
HEIDI, LLC, a Colorado Limited Liability Company

For changes and updates please contact your Title officer:

Kara DeMasters
Unified Title Company, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **KDeMasters@etinv.com**

Customer:
The Landhuis Company
212 N. Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
Phone: 719-635-3200 Fax: 719-635-3244
Attn: Jeff Mark
DELIVERED VIA: E-MAIL

Buyer:
Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.

DELIVERED VIA: AGENT

Seller:
AEROPLAZA FOUNTAIN, LLC, a Colorado limited liability company
212 North Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
DELIVERED VIA: AGENT

HEIDI, LLC, a Colorado Limited Liability Company
212 North Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

**Phone: Fax:
Attn:**

**Phone: Fax:
Attn:**

Other:

**The Landhuis Company
212 N. Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
Phone: 719-635-3200 Fax: 719-635-3244**

DELIVERED VIA: E-MAIL

**Other:
The Landhuis Company
212 N. Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
Phone: 719-635-3200 Fax: 719-635-3244**

DELIVERED VIA: E-MAIL

Changes: Updated - Sch A item 5 corrected
Thank you for using Unified Title Company, LLC.

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER
DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY
CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**

Unified Title Company, LLC

INVOICE

Invoice #: 20728

Invoice Date: 7/3/2018

File Number: 59079UTC

Property Address: Vacant Land (Plat Commitment for Paint Brush Hills Filing No. 14)

Names: AEROPLAZA FOUNTAIN, LLC, a Colorado limited liability company (Seller)

HEIDI, LLC, a Colorado Limited Liability Company (Seller)

Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below. (Buyer)

To:

The Landhuis Company 212 N. Wahsatch Avenue, Suite 301 Colorado Springs, CO 80903 Attention: Jeff Mark

Please remit to:

Unified Title Company, LLC 101 S. Sahwatch Street, Suite 212 Colorado Springs, CO 80903 719-578-5900

Description	Amount	Qty	Total
To Be Determined End	\$300.00	1	\$300.00
Date Down End.	\$50.00	1	\$50.00
Date Down End.	\$50.00	1	\$50.00
		Subtotal	\$400.00
		Tax @ 0 %	\$0.00
		Non Taxable Amt.	\$0.00
		Grand Total	\$400.00

Agent Premium: \$388.00
Underwriter Premium: \$12.00
Underwriter is Stewart Title Guaranty Company

Thank you!



Unified

TITLE COMPANY

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax:

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 Schedules A and B and to the Conditions of this Commitment.

This 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 six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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


Chairman of the Board




President

Countersigned:

Unified Title Company, LLC

Kara DeMasters

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 acquires 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 and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations 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/>>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has 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 and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations 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. 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.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **August 5, 2020, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>To Be Determined End</i>	\$	300.00
<i>Date Down End.</i>	\$	50.00
<i>Date Down End.</i>	\$	50.00
<hr/>		
Total:	\$	400.00

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

4. The Title is, at the Commitment Date, vested in:

AEROPLAZA FOUNTAIN, LLC, a Colorado Limited Liability Company, and HEIDI, LLC, a Colorado Limited Liability Company, as their interest may appear

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

SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **Vacant Land (Plat Commitment for Paint Brush Hills Filing No. 14), Peyton, CO 80831**

APN: **5226101009 et. al**

Countersigned
Unified Title Company, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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By:



Kara DeMasters

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EXHIBIT "A"

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, T12S, R65W OF THE 6TH P. M., EL PASO COUNTY, COLORADO, SAID PARCEL BEING TRACT E, "PAINT BRUSH HILLS FILING NO. 13E", RECORDED UNDER [RECEPTION NO. 219714420](#) IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BASIS OF BEARING:

THE SECTION LINE BEING THE NORTH LINE OF TRACT A, TRACT E, AND A PORTION OF TRACT F "PAINT BRUSH HILLS FILING NO. 13E", AS RECORDED UNDER [RECEPTION NO. 219714420](#), BEING MONUMENTED AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 26, T12S, R65W OF THE 6TH P. M. WITH A 2.5" ALUMINUM CAP ON NO. 6 REBAR STAMPED "1/4 COR, S23 S26, 1999, PLS 4842", AND AT THE SECTION CORNER COMMON TO SECTIONS 23, 24, 25 AND 26 WITH A 1.5" ALUMINUM CAP ON NO. 5 REBAR STAMPED "(PARTIALLY ILLEGIBLE) LS 9646", SAID LINE BEARS N88°44'51"E A DISTANCE OF 2640.30 FEET.

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 23 AND 26, T12S, R65W OF THE 6TH P. M.;

THENCE N88°44'51"E ALONG THE SOUTH LINE OF "PAINT BRUSH HILLS FILING NO. 3" RECORDED IN PLAT [BOOK U-3 AT PAGE 79](#) OF THE EL PASO COUNTY RECORDS 2289.18 FEET;

THENCE S00°23'09"E ALONG THE WEST LINE OF TRACT A "PAINT BRUSH HILLS FILING NO. 13E" A DISTANCE OF 847.61 FEET;

THENCE ALONG THE NORTHERLY LINES OF LOTS 117 THROUGH 120, "PAINT BRUSH HILLS FILING NO. 13E" THE FOLLOWING FIVE (5) COURSES;

(1) THENCE N60°39'45"W A DISTANCE OF 136.44 FEET;

(2) THENCE N75°42'34"W A DISTANCE OF 136.62 FEET;

(3) THENCE S82°53'35"W A DISTANCE OF 58.52 FEET;

(4) THENCE S74°48'58"W A DISTANCE OF 68.80 FEET;

(5) THENCE S25°20'15"W A DISTANCE OF 45.28 FEET TO THE RIGHT-OF-WAY LINE OF DEVENCOVE DRIVE AS PLATTED ON "PAINT BRUSH HILLS FILING NO. 13E";

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES;

(1) THENCE N64°40'00"W A DISTANCE OF 56.87 FEET;

(2) THENCE S25°20'00"W A DISTANCE OF 50.00 FEET;

(3) THENCE S64°40'00"E A DISTANCE OF 16.86 FEET TO THE WEST RIGHT-OF-WAY LINE OF KEATING DRIVE AS PLATTED ON "PAINT BRUSH HILLS FILING NO. 13E";

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES;

(1) THENCE S25°20'15"W A DISTANCE OF 823.72 FEET TO A POINT OF CURVE;

(2) THENCE 264.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 32°16'34", THE CHORD OF

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261.28 FEET BEARS S41°28'32"W TO A POINT OF REVERSE CURVE;
(3) THENCE 430.28 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 861.00 FEET, A CENTRAL ANGLE OF 28°38'00", THE CHORD OF 425.82 FEET BEARS S43°17'49"W TO A POINT OF COMPOUND CURVE;
(4) THENCE 123.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 13°23'34", THE CHORD OF 123.60 FEET BEARS S22°17'02"W TO A POINT OF TANGENT;
(5) THENCE S15°35'15"W A DISTANCE OF 76.75 FEET;
THENCE ALONG THE NORTH LINES OF LOT 2 THROUGH LOT 5 AND ALONG THE NORTH LINE OF TRACT A "PAINT BRUSH HILLS FILING NO. 12" AS RECORDED UNDER [RECEPTION NO. 205077511](#) IN THE EL PASO COUNTY RECORDS THE FOLLOWING SIX (6) COURSES;
(1) THENCE N74°25'08"W A DISTANCE OF 231.02 FEET;
(2) THENCE S34°46'45"W A DISTANCE OF 75.34 FEET;
(3) THENCE S62°22'54"W A DISTANCE OF 141.21 FEET;
(4) THENCE N80°50'04"W A DISTANCE OF 149.93 FEET;
(5) THENCE N42°52'08"W A DISTANCE OF 142.64 FEET;
(6) THENCE S89°26'02"W A DISTANCE OF 299.04 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 26;
THENCE N00°34'35"W ALONG SAID NORTH-SOUTH CENTERLINE 2169.63 FEET TO THE POINT OF BEGINNING.

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II
Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **The effect of Notice of Inclusion of subject property within the Falcon Fire Protection District, as set forth in Order and Decree recorded December 2, 1980 in [Book 3380 at Page 670](#) and recorded December 2, 1980 in [Book 3380 at Page 675](#), and recorded February 17, 1981 in [Book 3404 at Page 582](#), and recorded February 17, 1981 in [Book 3404 at Page 587](#)**
10. **Notice concerning underground utilities as set forth in instrument recorded May 9, 1983 in [Book 3718 at Page 812](#).**
11. **Terms, agreements, provisions, conditions, obligations and easements as contained in Potable Water Supply and Sanitary Sewer Service Agreement, recorded September 14, 1987 in [Book 5421 at Page 132](#).**

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Quit Claim in connection therewith recorded January 29, 1999 at [Reception No. 99014798](#).

12. The effect of Notice of Inclusion of subject property within the Paint Brush Hills Metropolitan District, as set forth in instrument recorded September 17, 1987 in [Book 5423 at Page 2](#) and recorded January 19, 2005 at [Reception No. 205008854](#) and Correction recorded February 3, 2005 at [Reception No. 205016961](#). Amended and Restated Resolution recorded March 14, 2014 at [Reception No. 214020993](#). Amended and Restated Resolution recorded June 7, 2016 at [Reception No. 216061171](#). Amended and Restated Resolution recorded March 26, 2018 at [Reception No. 218033519](#). Amended and Restated Resolution recorded May 9, 2018 at [Reception No. 218052891](#).
13. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded September 15, 1988 in [Book 5554 at Page 514](#) and any and all amendments and/or supplements thereto. Assignment recorded January 22, 2018 at [Reception No. 218008145](#). First Amendment recorded January 29, 2018 at [Reception No. 218010888](#).
14. Any assessment or lien of Woodmen Road Metropolitan District as disclosed by the instrument recorded July 9, 2003 at [Reception No. 203157505](#).
15. The effect Resolution No. 04-490, by and before the Board of County Commissioners, County of El Paso County, State of Colorado, as set forth in instrument recorded January 24, 2005 at [Reception No. 205011637](#).
16. The effect Resolution No. 04-491, by and before the Board of County Commissioners, County of El Paso County, State of Colorado, as set forth in instrument recorded January 31, 2005 at [Reception No. 205015059](#)
17. The effect Resolution No. 04-489, by and before the Board of County Commissioners, County of El Paso County, State of Colorado, as set forth in instrument recorded February 4, 2005 at [Reception No. 205017889](#).
18. The effect Resolution No. 04-547, by and before the Board of County Commissioners, County of El Paso County, State of Colorado, as set forth in instrument recorded March 9, 2005 at [Reception No. 205033555](#).
19. The effect of the Colorado Ground Water Commission Findings and Order, regarding the Paint Brush Hills Metropolitan District, as set forth in instrument recorded October 05, 2005 at [Reception No. 205157500](#).
20. The effect Resolution No. 13-296, by and before the Board of County Commissioners, County of El Paso County, State of Colorado, regarding Public Improvement District No. 2, and Petition of Inclusion, as set forth in instrument recorded June 26, 2013 at [Reception No. 213083051](#).
21. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter

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- 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 of Covenants, Conditions and Restrictions, recorded September 13, 2013 at [Reception No. 213117119](#) and First Amendment recorded January 22, 2018 at [Reception No. 218008146](#) and Assignment recorded January 22, 2018 at [Reception No. 218008145](#) and any and all amendments and/or supplements thereto. Transfer of Architectural Control Committee recorded November 29, 2017 at [Reception No. 217140585](#).
22. The effect of Master Plat of Paint Brush Hills Filing No. 13, as set forth in instrument recorded December 9, 2013 at [Reception No. 213145991](#).
 23. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded December 9, 2013 at [Reception No. 213145992](#).
 24. Notes, easements and restrictions as shown on the plat of Paint Brush Hills Filing No. 13A recorded December 9, 2013 at [Reception No. 213713413](#).
 25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No.13-295 recorded December 17, 2013 at [Reception No. 213148273](#).
 26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 2013-12-01, concerning the imposition of various fees, rates, penalties and charges for water and sewer services and facilities, recorded February 6, 2014 at [Reception No. 214010107](#). Amended and Restated Resolution No. 2014-020-1, recorded June 20, 2014 at [Reception No. 214053382](#). Amended and Restated Resolution No. 2014-07-02 recorded July 23, 2014 at [Reception No. 214065368](#). Correction recorded August 18, 2014 at [Reception No. 214074789](#) and August 20, 2014 at [Reception No. 214075501](#). Amended and Restated Resolution No. 2016-02-03 recorded February 23, 2016 at [Reception No. 216017724](#), recorded June 5, 2017 at [Reception No. 217064880](#).
 27. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 2015-11-06, recorded December 3, 2015 at [Reception No. 215130544](#).
 28. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 2015-06-01, recorded December 4, 2015 at [Reception No. 215130828](#).
 29. Terms, agreements, provisions, conditions and obligations as contained in the Infrastructure Construction and Conveyance Agreement recorded January 20, 2016 at [Reception No. 216005635](#).
 30. Terms, agreements, provisions, conditions and obligations as contained in the Infrastructure Construction and Conveyance Agreement recorded January 20, 2016 at [Reception No. 216005637](#). Partial Assignment of and Amendment recorded July 29, 2016 at [Reception No. 216084765](#). Termination in connection therewith recorded February 23, 2017 at [Reception No. 217021665](#).
 31. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-047 recorded February 9, 2016 at [Reception No. 216013026](#).

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32. Terms, agreements, provisions, conditions and obligations as contained in Resolution No.2016-04-02 as Amended and Restated Resolution of the Board of Directions of the Paint Brush Hills Metropolitan District recorded June 3, 2016 at [Reception No. 216060144](#) and June 7, 2016 at [Reception No. 216061171](#) and recorded September 25, 2019 at [Reception No. 219117448](#).
33. Mineral Quit Claim Deed conveyed to Bradley Marksheffel, LLC, recorded October 17, 2016 at [Reception No. 216119819](#).
34. Any taxes or assessments by reason of the inclusion of the Land into the El Paso County Public Improvement District No. 2 as evidenced by Resolution No. 17-060, recorded February 2, 2017 at [Reception No. 217013713](#).
35. Terms, agreements, provisions, conditions and obligations as contained in Infrastructure Construction, Conveyance and Reimbursement Agreement recorded February 23, 2017 at [Reception No. 217021672](#). First Amendment recorded September 28, 2017 at [Reception No. 217117401](#). Second Amendment recorded September 27, 2018 at [Reception No. 218112657](#)
36. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detentions Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded December 20, 2017 at [Reception No. 217153396](#) and as amended to include the subject property recorded _____.
37. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded December 20, 2017 at [Reception No. 217153397](#) and as amended to include the subject property recorded _____ and any and all amendments and/or supplements thereto.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded February 10, 2017 as [Reception No. 217017164](#).

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

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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DISCLOSURES

File No.: 59079UTC

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. 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
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 59079UTC

CO Commitment Disclosure

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Unified Title Company, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

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

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.