

# 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 10/2/18

Receipt No. 521717

Customer: EA CONSTRUCTION CORPORATION  
 1350 CHARTWELL VIEW  
 COLORADO SPGS, CO 80906

Processed by JE

Check No. 2538

Payment Method CHECK

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
2	PROJECT NAME: PARADISE VILLAS PHASE 40					0.00
1	CUSTOMER NAME: EA CONSTRUCTION CORPORATION					0.00

**Total \$1,100.00**

**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:** 72014-01-172

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: FAIRCLOTH SHARON LYNN NOBLE

Property Type: Real  
 Property Location: MOUNTAIN BRUSH HTS  
 Property Description: THAT PT OF LOT 3 BLK 1 ACADEMY VILLAGE  
 FIL NO 1 DESC AS FOLS; BEG AT A PT ON THE  
 N LN OF MOUNTAIN BRUSH HTS IN PARADISE  
 >> SEE REVERSE FOR SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	6480
Imp.	\$	0
Other	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>6480</b>

<u>Tax District:</u>	<u>JCK</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY		0.007635	49.47
EPC ROAD & BRIDGE (UNSHARED)		0.000330	2.14
ACADEMY SCHOOL NO 20	- GEN	0.044468	288.15
ACADEMY SCHOOL NO 20	- BOND	0.015748	102.05
* PIKES PEAK LIBRARY		0.003812	24.70
DONALD WESCOTT FIRE PROTECTION		0.007000	45.36
DONALA WATER & SANITATION AREA A		0.021296	138.00
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT		0.014900	96.55
*TEMPORARY TAX RATE REDUCTION/TAX CREDIT			
<b>TOTAL</b>		<b>0.115189</b>	<b>746.42</b>

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**      OCTOBER 31st, 2018:      \$ 0.00

**IN WITNESS WHEREOF**, I hereonto set my hand and seal this      2nd day of OCTOBER A.D. 2018

Issued to:      SHARON LYNN NOBLE FAIRCLOTH (OWNER)

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181002 3396887

By: 

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

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**Alerts:**

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Land \$	6480
Imp. \$	0
Other \$	0
<b>TOTAL \$</b>	<b>6480</b>

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
JCK		
EL PASO COUNTY	0.007635	49.47
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 FIL NO 1 DESC AS FOLS; BEG AT THE NW COR  
 OF PARADISE VILLAS PH 4D TO A PT OF  
 >> SEE REVERSE FOR SUPP. INFORMATION <<

**Alerts:**

<u>Assessed Value</u>	
Land \$	5970
Imp. \$	0
Other \$	0
<b>TOTAL \$</b>	<b>5970</b>

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
JBZ		
EL PASO COUNTY	0.007635	45.58
EPC ROAD & BRIDGE (UNSHARED)	0.000330	1.97
ACADEMY SCHOOL NO 20 - GEN	0.044468	265.47
ACADEMY SCHOOL NO 20 - BOND	0.015748	94.02
* PIKES PEAK LIBRARY	0.003812	22.76
DONALD WESCOTT FIRE PROTECTION	0.007000	41.79
DONALA WATER & SANITATION AREA A	0.021296	127.14
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	88.95
 *TEMPORARY TAX RATE REDUCTION/TAX CREDIT		
<b>TOTAL</b>	<b>0.115189</b>	<b>687.68</b>

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Issued to:      SHARON LYNN NOBLE FAIRCLOTH (OWNER)

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00      CFC - 20181002 3403238

By: 

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

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 OF PARADISE VILLAS PH 4D TO A PT OF  
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**Alerts:**

<u>Assessed Value</u>	
Land \$	5970
Imp. \$	0
Other \$	0
<b>TOTAL \$</b>	<b>5970</b>

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	45.58
EPC ROAD & BRIDGE (UNSHARED)	0.000330	1.97
ACADEMY SCHOOL NO 20 - GEN	0.044468	265.47
ACADEMY SCHOOL NO 20 - BOND	0.015748	94.02
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DONALA WATER & SANITATION AREA A	0.021296	127.14
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Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181002 3403238

By: 

**ASSESSOR PROPERTY APPRAISAL INFORMATION**

**EL PASO COUNTY**

**Parcel Number:** 72014-01-171

**Master Parcel No:** 72014-01-143

**Owner:** FAIRCLOTH SHARON LYNN NOBLE  
 1422 PINERIDGE PL  
 CASTLE ROCK CO 80108-4604

**Location:** MOUNTAIN BRUSH HTS

**Legal Description:** THAT PT OF LOT 2 BLK 1 ACADEMY VILLAGE FIL NO 1 DESC AS FOLS;BEG AT THE NW COR OF PARADISE VILLAS PH 4D TO A PT OF CUR,TH ALG ARC OF CUR TO THE R HAVING A RAD OF 285.40FT AN ARC DIST OF 56.02 FT A C/A OF 11<14'47" TO A PT OF REVERSE CUR,TH ALG ARC OF CUR TO THE L WHOSE CENTER BEARS S12<13'26"E HAVING A RAD OF 314.79FT AN ARC DIST OF 30FT M/L A C/A OF 08<54'57", S04<52'32"E 100 FT M/L, S16<30'00"E 187 FT M/L TO THE NLY LN OF MOUNTAIN BRUSH HTS IN PARADISE VILLAS PH 4C TO A PT OF NON-TANG CUR TH ALG NON-TANG CUR TO THE R HAVING A RAD OF 285.31FT AN ARC DIST OF 13.00FT M/L A C/A OF 12<58'55", S73<28'43"W 35.03FT TO A PT ON CUR,TH ALG ARC OF CUR THE R WHOSE CENTER BEARS S56<45'45"W HAVING A RAD OF 19.31FT AN ARC DIST OF 24.70 FT A C/A OF 73<17'02" TO THE SE COR OF SD PARADISE VILLAS PH 4D,TH ALG ARC OF CUR TO THE R HAVING A RAD OF 19.31FT AN ARC DIST OF 5.63FT A C/A OF 16<42'52", N16<31'17"W 255.61FT TH ALG ARC OF CUR TO THE R HAVING A RAD OF 19.31 FT AN ARC DIST OF 30.99FT A C/A OF 91<58'00" TO POB, EX THAT PT PLATTED TO PARADISE VILLAS PH 4 I

<u>Txd</u>	<u>Levy</u>	<u>Neighborhood</u>	<u>Plat</u>	<u>Create Date</u>
JBZ	115.189	722	9545	10/15/2013

Land:	<u>Use Code</u>	<u>Area</u>	<u>Assessed Value</u>	<u>Market Value</u>	<u>Appraisal Date</u>
	100	13732SF	5970	20598	4/17
	<b>Total:</b>		5970	20598	

<u>Sales:</u>	<u>Date</u>	<u>Sale Price</u>	<u>Doc fee</u>	<u>Reception #</u>	<u>Book</u>	<u>Page</u>	<u>Sale Code</u>	<u># Parcels</u>
	10/17/2013		\$0.00	213129846				0
	09/07/2017		\$0.00	217108076				0

<u>Taxing Entities</u>	<u>Mill Rate</u>
ELPASO COUNTY	7.965
ACADEMY SCHOOL NO 20	60.216

**ASSESSOR PROPERTY APPRAISAL INFORMATION**

**EL PASO COUNTY**

**Parcel Number:** 72014-01-171

PIKES PEAK LIBRARY

3.812

DONALD WESCOTT FIRE PROTECTION

7

DONALA WATER & SANITATION AREA A

21.296

DONALD WESCOTT FIRE NORTHERN SUBDISTRICT

14.9

**2017 Tax Rate:** 115.189 mills

**Please note that appraisal records are subject to change without notification.**

**Printed:** 10/2/2018 9:22:00 AM

**By:** ASRMAPPING

**ASSESSOR PROPERTY APPRAISAL INFORMATION**  
**EL PASO COUNTY**

**Parcel Number:** 72014-01-172

**Master Parcel No:** 72014-01-155

**Owner:** FAIRCLOTH SHARON LYNN NOBLE  
 1422 PINERIDGE PL  
 CASTLE ROCK CO 80108-4604

**Location:** MOUNTAIN BRUSH HTS

**Legal Description:** THAT PT OF LOT 3 BLK 1 ACADEMY VILLAGE FIL NO 1 DESC AS FOLS;BEG AT A PT ON THE N LN OF MOUNTAIN BRUSH HTS IN PARADISE VILLAS PH 4C,TH ALG ARC OF CUR ON SD NLY LN OF MOUNTAIN BRUSH HTS TO THE L HAVING A RAD OF 285.31FT AN ARC DIST OF 51.00FT M/L A C/A OF 12<58'55", N60<29'48"E 5.31 FT, N16<28'49"W 135.69 FT TO THE SWLY COR OF PARADISE VILLAS-PHASE 4E, N16<29'34"W 135.21 FT TO A PT ON CUR, TH ALG ARC OF CUR TO THE R WHOSE CENTER BEARS N12<13'26"W HAVING A RAD OF 314.79 FT AN ARC DIST OF 20 FT M/L A C/A OF 8<54'57", S04<52'32"W 100 FT M/L S16<30'00"E 187 FT M/L TO POB, EX THAT PT PLATTED TO PARADISE VILLAS PH 4 I

<u>Txd</u>	<u>Levy</u>	<u>Neighborhood</u>	<u>Plat</u>	<u>Create Date</u>
JCK	115.189	722	9545	10/15/2013

	<u>Use Code</u>	<u>Area</u>	<u>Assessed Value</u>	<u>Market Value</u>	<u>Appraisal Date</u>
Land:	100	11172SF	6480	22344	4/17
		<b>Total:</b>	6480	22344	

<u>Sales:</u>	<u>Date</u>	<u>Sale Price</u>	<u>Doc fee</u>	<u>Reception #</u>	<u>Book</u>	<u>Page</u>	<u>Sale Code</u>	<u># Parcels</u>
	10/17/2013		\$0.00	213129846				0
	09/07/2017		\$0.00	217108076				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
DONALA WATER & SANITATION AREA A	21.296
EL PASO COUNTY CONSERVATION	
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	14.9
<b>2017 Tax Rate:</b>	<b>115.189 mills</b>



**ASSESSOR PROPERTY APPRAISAL INFORMATION**  
**EL PASO COUNTY**

Page: 2 of 2

**Parcel Number:** 72014-01-172

**Please note that appraisal records are subject to change without notification.**

**Printed:** 10/2/2018 9:22:20 AM

**By:** ASRMAPPING



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

DATE: March 2, 2018  
 FILE NUMBER: 592-H0500897-072-AW0, Amendment No. 1  
 PROPERTY ADDRESS: 454 Mountain Brush Heights, Colorado Springs, CO 80921  
 BUYER/BORROWER: George H Buckland and Julie D Buckland  
 OWNER(S): EA Construction Corporation  
 YOUR REFERENCE NUMBER:  
 ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended Lender Info, Loan Amount and Premium and amended Sch B-1

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

<b>TO: Heritage Title Company, Inc.</b> 90 South Cascade, suite 950  Colorado Springs, CO 80903	<b>ATTN:</b> Amelia Walsh <b>PHONE:</b> (719) 639-7812 <b>FAX:</b> (866) 899-5862 <b>E-MAIL:</b> awalsh@heritagetco.com
<b>TO: George H Buckland</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> Delivered via email
<b>TO: Julie D Buckland</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> Delivered via email
<b>TO: EA Construction Corporation</b>	<b>ATTN:</b> Eric Amoneo <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> Delivered via email
<b>TO: Air Academy Federal Credit Union</b> 4290 N. Union Blvd. Colorado Springs, CO 80918	<b>ATTN:</b> Air Academy Federal Credit Union <b>PHONE:</b> (719) 593-8600 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> mortgageprocessors@aafcu.com
<b>TO: Acquire Homes Inc.</b> 6189 Lehman Dr. Colorado Springs, CO 80918	<b>ATTN:</b> Brenda Crist <b>PHONE:</b> (719) 592-9700 <b>FAX:</b> (719) 592-9952 <b>E-MAIL:</b> brenda@acquirehomes.com
<b>TO: Acquire Homes Inc.</b> 6189 Lehman Dr. Suite 200 Colorado Springs, CO 80918	<b>ATTN:</b> Rob Reinmuth <b>PHONE:</b> (719) 884-6000 <b>FAX:</b> (719) 592-9952 <b>E-MAIL:</b> Contracts@AcquireHomes.com
<b>TO: Heritage Title Company</b> 4582 S Ulster St Pkwy Ste 1300 Denver, CO 80237	<b>ATTN:</b> HTC <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>

**Commitment Transmittal  
(Continued)**

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**TO: Colorado Springs Cascade  
90 South Cascade, suite 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-H0500897-072-AW0, Amendment No. 1

**1. Effective Date:** August 27, 2018 at 7:00 A.M.

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

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 George H Buckland and Julie D Buckland	\$409,900.00
(b) ALTA Loan Policy 6-17-06 Air Academy Federal Credit Union, its successors and/or assigns	\$450,000.00
	\$

**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:**

Whitehall Financial Corp., a Colorado corporation

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

See Attached Legal Description

(for informational purposes only) 454 Mountain Brush Heights, Colorado Springs, CO 80921

**PREMIUMS:**

ALTA Owners Policy 6-17-06	916.00
Extended Coverage	65.00
Simultaneous Loan Policy (if issued concurrently with the above referenced Owner's Policy)	479.00
Title Closing Protection Letter Fee	25.00
Full Loan Policy Amount for CDF disclosure only (Endorsements not included)	1,483.00

## Attached Legal Description

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 SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED BELOW:

**BASIS OF BEARINGS;**

THE SOUTHERLY BOUNDARY OF PARADISE VILLAS – PHASE 4I, RECORDED UNDER RECEPTION NO. 2133713377, IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2" CCES LLC PLS 30118" ALUMINUM CAP AND AT THE EASTERLY END BY A 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" ALUMINUM CAP, BEARS N 73° 28' 43" E, A DISTANCE OF 123.74 FEET;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARADISE VILLAS – PHASE 4I;

THENCE COINCIDENT WITH THE SAID SOUTHERLY BOUNDARY OF SAID PARADISE VILLAS – PHASE 4I, N 73° 28' 43" E, A DISTANCE OF 123.74 FEET, TO INTERSECT THE WESTERLY LINE OF OF PARADISE VILLAS – PHASE 4E, RECORDED UNDER RECEPTION NO. 211712121, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE COINCIDENT WITH SAID WESTERLY LINE OF PARADISE VILLAS – PHASE 4E, S 16° 29' 34" E, A DISTANCE OF 59.92 FEET, TO INTERSECT THE NORTHERLY LINE OF OF PARADISE VILLAS – PHASE 4G, RECORDED UNDER RECEPTION NO. 21313305, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING TWO (2) COURSES ARE COINCIDENT WITH THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PARADISE VILLAS – PHASE 4G:

THENCE S 73° 32' 49" W, A DISTANCE OF 5.11 FEET;  
THENCE S 16° 27' 11" E, A DISTANCE OF 136.89 FEET, TO INTERSECT THE NORTHERLY RIGHT OF WAY OF MOUNTAIN BRUSH HEIGHTS (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4C, RECORDED UNDER RECEPTION NO. 206712359, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING THREE (3) COURSES ARE COINCIDENT WITH THE NORTHERLY RIGHT OF WAY OF SAID MOUNTAIN BRUSH HEIGHTS (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4C;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12° 58' 55", A RADIUS OF 285.31 FEET, AN ARC LENGTH OF 64.64 FEET, WHOSE CHORD BEARS S 66° 59' 16" W, A DISTANCE OF 64.51 FEET;  
THENCE S 73° 28' 43" W, A DISTANCE OF 35.03 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 73° 17' 02", A RADIUS OF 19.31 FEET, AN ARC LENGTH OF 24.70 FEET, WHOSE CHORD BEARS N 69° 52' 46" W, A DISTANCE OF 23.05 FEET, TO THE SOUTHEAST CORNER OF PARADISE VILLAS – PHASE 4D, RECORDED UNDER RECEPTION NO. 211865895, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING TWO (2) COURSES ARE COINCIDENT WITH THE EASTERLY RIGHT OF WAY OF PARADISE VILLAS GROVE (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4D;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF  $16^{\circ} 42' 52''$ , A RADIUS OF 19.31 FEET, AN ARC LENGTH OF 5.63 FEET, WHOSE CHORD BEARS  $N 24^{\circ} 52' 43'' W$ , A DISTANCE OF 5.61 FEET;

THENCE  $N 16^{\circ} 31' 17'' W$ , A DISTANCE OF 184.78 FEET, TO THE POINT OF BEGINNING.

TO BE KNOWN AS:

Lots 53 and 54, Paradise Villas-Phase 4O, 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. Recordation of Plat Map.
- g. Furnish for recordation a deed as set forth below:  
  
Grantor(s): Whitehall Financial Corp., a Colorado corporation  
Grantee(s): Sharon Faircloth
- h. Furnish for recordation a deed as set forth below:  
  
Grantor(s): Sharon Faircloth  
Grantee(s): EA Construction Corporation, a Colorado corporation
- i. Furnish for recordation a deed as set forth below:  
Grantor(s): EA Construction Corp.  
Grantee(s): Paradise Villas Owners Association, Inc.  
(as to Tract A, Paradise Village Phase 4O – to be created)
- j. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

Statement of Authority for EA Construction Corporation recorded November 16, 2016 at Reception No. 216133042 discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Eric Amoneno, President

NOTE: Statement of Authority for Whitehall Financial Corp., a Colorado corporation recorded January 17, 2017 at Reception No. 217005422 discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Daniel L. McCracken, Vice President

- k. 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.
- l. Intentionally Deleted.
- m. The following information/items must be provided to the Company relevant to the determination of whether to issue Mechanics Lien Protection in connection with any policy of title insurance to be issued to-wit:
  - a) The property is a single-family dwelling unit that will be the primary residence of the owner(s).
  - b) The purchaser(s) are third parties purchasing the property under a contract from the seller/builder/contractor.
  - c) The seller/builder/contractor must execute the Company's "Indemnity Agreement" form.
  - d) The purchaser(s) must execute the Company's "Owner's Affidavit of Occupancy" form.
  - e) Furnish Certificate of Occupancy, acceptable to the Company.

Note: The transaction is occurring within the 6 month Colorado statutory period for mechanic's liens.

Prior to Closing, the title chain will be updated and there are no recorded mechanics' liens or notices of record.

The seller's proceeds check will be made payable to the seller/builder/contractor.

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

- n. Furnish to the Company an Improvement Location Certificate in form, content and certification to Commonwealth Land Title Insurance Company and Heritage Title Company, Inc..

Note: Exception may be made to any adverse matters disclosed by the Improvement Location Certificate.

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

Amount: \$696,000.00  
Trustor/Grantor: Sharon Lynn Noble Faircloth  
Trustee: Public Trustee of El Paso County  
Beneficiary: TBK Bank, SSB  
Recording Date: September 07, 2017  
Recording No: 217108077  
Disburser's Notice recorded September 7, 2017 at Reception No. 217108078

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

Amount: \$696,000.00  
Trustor/Grantor: Sharon Lynn Noble Faircloth  
Trustee: Public Trustee of El Paso County



Beneficiary: TBK Bank, SSB  
Recording Date: September 12, 2017  
Recording No: 217110035

**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: Bundled Loan Premium Rate includes: Loan Policy Premium, Included Loan Endorsement Charges and Tax Certificate Charge. (Contact your Escrow Officer for the Tax Certificate)

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.

**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:

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

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:

**NOTE FOR BUNDLED LOAN POLICY:** Unless stated contrary herein, the Company will incorporate and provide the following ALTA/Colorado endorsement(s) (including the versions of ALTA 06 endorsements) on the ALTA Short Form Residential Loan Policy or ALTA Loan Policy, together with or included in said loan policy is a tax status letter, commitment vesting and all-inclusive rate.

Endorsement ALTA 9 or 9.3/Form 100 Restrictions  
Endorsement ALTA 8.1 Environmental Protection Lien  
Endorsement ALTA 4.1/Form 115.3 Condominium or ALTA 5.1/Form 115.4 Planned Unit Development  
Endorsement ALTA 4/Form 115.1 Condominium or ALTA 5/Form 115.2 Planned Unit Development  
Endorsement ALTA 22/Form 116 Location  
Endorsement ALTA 28-06/Form 103.1 Damage to or Forced Removal of Improvements  
Endorsement Form 100.29 or Form 100.30 Mineral Rights  
Endorsement ALTA 14.3/ALTA 14.3-06 Future Advance – Reverse Mortgage with Construction Lien Coverage/Form 111.11 Revolving Line of Credit (Lender)

And any "one" of the following optional endorsements:

Endorsement Form 111.9 FNMA Balloon  
Endorsement ALTA 6/Form 110.7 Variable  
Endorsement Form 110.9 Adjustable  
Endorsement ALTA 6.2/Form 110.8 Negative Amortization

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: **454 Mountain Brush Heights, Colorado Springs, CO 80921**

- 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

**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.

(SEAL)

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

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

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 SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED BELOW:

**BASIS OF BEARINGS;**

THE SOUTHERLY BOUNDARY OF PARADISE VILLAS – PHASE 4I, RECORDED UNDER RECEPTION NO. 2133713377, IN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2" CCES LLC PLS 30118" ALUMINUM CAP AND AT THE EASTERLY END BY A 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" ALUMINUM CAP, BEARS N 73° 28' 43" E, A DISTANCE OF 123.74 FEET;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARADISE VILLAS – PHASE 4I;

THENCE COINCIDENT WITH THE SAID SOUTHERLY BOUNDARY OF SAID PARADISE VILLAS – PHASE 4I, N 73° 28' 43" E, A DISTANCE OF 123.74 FEET, TO INTERSECT THE WESTERLY LINE OF OF PARADISE VILLAS – PHASE 4E, RECORDED UNDER RECEPTION NO. 211712121, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE COINCIDENT WITH SAID WESTERLY LINE OF PARADISE VILLAS – PHASE 4E, S 16° 29' 34" E, A DISTANCE OF 59.92 FEET, TO INTERSECT THE NORTHERLY LINE OF OF PARADISE VILLAS – PHASE 4G, RECORDED UNDER RECEPTION NO. 21313305, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING TWO (2) COURSES ARE COINCIDENT WITH THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PARADISE VILLAS – PHASE 4G:

THENCE S 73° 32' 49" W, A DISTANCE OF 5.11 FEET;

THENCE S 16° 27' 11" E, A DISTANCE OF 136.89 FEET, TO INTERSECT THE NORTHERLY RIGHT OF WAY OF MOUNTAIN BRUSH HEIGHTS (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4C, RECORDED UNDER RECEPTION NO. 206712359, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING THREE (3) COURSES ARE COINCIDENT WITH THE NORTHERLY RIGHT OF WAY OF SAID MOUNTAIN BRUSH HEIGHTS (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4C;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 12° 58' 55", A RADIUS OF 285.31 FEET, AN ARC LENGTH OF 64.64 FEET, WHOSE CHORD BEARS S 66° 59' 16" W, A DISTANCE OF 64.51 FEET;  
THENCE S 73° 28' 43" W, A DISTANCE OF 35.03 FEET;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 73° 17' 02", A RADIUS OF 19.31 FEET, AN ARC LENGTH OF 24.70 FEET, WHOSE CHORD BEARS N 69° 52' 46" W, A DISTANCE OF 23.05 FEET, TO THE SOUTHEAST CORNER OF PARADISE VILLAS – PHASE 4D, RECORDED UNDER RECEPTION NO. 211865895, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THE FOLLOWING TWO (2) COURSES ARE COINCIDENT WITH THE EASTERLY RIGHT OF WAY OF PARADISE VILLAS GROVE (PRIVATE ROAD) AS CITED ON PARADISE VILLAS – PHASE 4D;

THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16° 42' 52", A RADIUS OF 19.31 FEET, AN ARC LENGTH OF 5.63 FEET, WHOSE CHORD BEARS N 24° 52' 43" W, A DISTANCE OF 5.61 FEET;  
THENCE N 16° 31' 17" W, A DISTANCE OF 184.78 FEET, TO THE POINT OF BEGINNING.

TO BE KNOWN AS:

Lots 53 and 54, Paradise Villas-Phase 4O, County of El Paso, State of Colorado



# Commonwealth<sup>TM</sup>

LAND TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Heritage Title Company, Inc.**

**AS AGENT FOR**

**Commonwealth Land Title Insurance Company**

Commonwealth Land Title Insurance Company, a Nebraska 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.

**Commonwealth Land Title Insurance Company**

By: 

Authorized Signature

## 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.

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.

**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**

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

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

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

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

### Types of Information Collected

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

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

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

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

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

### How Information is Collected

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

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

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

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

### Use of Collected Information

Information collected by FNF is used for three main purposes:

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

### When Information Is Disclosed

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

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

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and

- other third parties for whom you have given us written authorization to disclose your Personal Information.

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

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

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

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

### Choices With Your Information

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

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

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

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

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

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

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

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

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

### Information From Children

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

### Privacy Outside the Website

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

### International Users

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

### The California Online Privacy Protection Act

FNF Privacy Statement (Eff. 5/1/2015) Last Updated March 1, 2017  
MISC0219 (DSI Rev. 3/2/17)

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

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

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

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

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

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

#### **Accessing and Correcting Information; Contact Us**

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

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