

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 7/23/19

Customer: **SETTLERS VIEW, INC**
 5260 HIDDEN ROCK RD.
 COLORADO SPRINGS, CO 80908

Receipt No. 522448

Processed by TL

Check No. 5007

Payment Method CHECK

Item	Description	Prefix	Type	Rate	Qty	Amount
K07	Park Regional Area = 2			6,020.00	1	6,020.00
K10	School Fees, School District= 38			4,312.00	1	4,312.00
K31	Mylar Pages (each page)			13.00	1	13.00
2	PROJECT NAME: SETTLERS VIEW SF18041					0.00
1	CUSTOMER NAME: SETTLERS VIEW INC.					0.00
K21	Covenants (1st page)			13.00		13.00
K22	Covenants (each additional)			5.00	43	215.00

Total \$10573.00

**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: 61000-00-463

2018 TAXES PAYABLE 2019

Owner Per Tax Record: BRINKMAN GARY L
BRINKMAN BRENDA L

Property Type: Real Estate

Property Location: 4507 SILVER NELL DR

Property Description: SW4NE4NE4 & NW4SE4NE4 & E2SW4NE4 SEC 23-11-66, EX
60.00 FT R/W TO COUNTY ALG ALL SEC LNS

Alerts:

<u>Assessed Value</u>		
Land	\$	940
Improvement	\$	16650
TOTAL	\$	17590

<u>Tax District:</u> PFL	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	136.11
EPC ROAD & BRIDGE (UNSHARED)	0.000330	5.80
LEWIS-PALMER SCHOOL NO 38 - GEN	0.031036	545.93
LEWIS-PALMER SCHOOL NO 38 - BOND	0.013032	229.23
* PIKES PEAK LIBRARY	0.004000	70.36
TRI-LAKES MONUMENT FIRE PROTECTION	0.018400	323.66
TOTAL	0.074536	1311.09

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

Amount due valid through JULY 31st, 2019 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 12th day of JULY A.D. 2019

Issued to: epcltrshenson Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20190712 42847

By: 



**Land Title Guarantee Company
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when
Initiating a wire transfer or providing wiring instructions.**

Order Number: **SR55076165-4**

Date: **07/02/2019**

Property Address: **4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO 80908**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Kim Amos
11445 W I-70 FRONTAGE RD NORTH
SUITE A-2
WHEAT RIDGE, CO 80033
(303) 456-7197 (Work)
(303) 393-3938 (Work Fax)
kamos@ltgc.com
Contact License: CO526311
Company License: CO44565

Closer's Assistant

Melissa Zuhlke
11445 W I-70 FRONTAGE RD NORTH
SUITE A-2
WHEAT RIDGE, CO 80033
(303) 456-7197 (Work)
(303) 393-3867 (Work Fax)
mzuhlke@ltgc.com
Company License: CO44565

For Title Assistance

El Paso County Title Team
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 634-4821 (Work)
(719) 634-3190 (Work Fax)
csresponse@ltgc.com

Buyer/Borrower

SETTLERS VIEW, INC., A COLORADO CORPORATION
Attention: JAQUELINE Y. MAHER AND GARY T. MAHER
Delivered via: Electronic Mail

Agent for Seller

KELLER WILLIAMS AVENUES REALTY
Attention: KATHLEEN KENNEDY
11445 W 1-70 FRONTAGE RD NORTH
WHEAT RIDGE, CO 80033
(720) 484-8611 (Work)
(720) 484-8614 (Work Fax)
kathleen@kennedyhomeinfo.com
Delivered via: Electronic Mail

Seller/Owner

GARY L BRINKMAN AND BRENDA L BRINKMAN
Delivered via: Electronic Mail

Lender - New Loan

FARMERS STATE BANK OF CALHAN
Attention: BRET SWENNES
7025 MERIDIAN ROAD
FALCON, CO 80831
(719) 495-3650 (Work)
(719) 495-3688 (Work Fax)
bswennes@yourfsb.com
Delivered via: Electronic Mail

Agent for Buyer

TOM MAHER REALTY
Attention: THOMAS MAHER
PO BOX 62593
COLORADO SPRINGS, CO 80962
(719) 290-5473 (Work)
(866) 254-5193 (Work Fax)
tom@pinnaclehomesales.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SR55076165-4** Date: **07/02/2019**
Property Address: **4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO
80908**
Parties: **SETTLERS VIEW, INC., A COLORADO CORPORATION
GARY L. BRINKMAN AND BRENDA L. BRINKMAN**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$1,570.00
Deletion of Standard Exception(s)	\$65.00
"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate - Includes a Tax Certificate	\$175.00
Tax Certificate	\$0.00
	Total \$1,810.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

El Paso county recorded 10/03/2002 under reception no.
202169744

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SR55076165-4

Property Address:

4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO 80908

1. Effective Date:

06/27/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$500,000.00

Proposed Insured:

SETTLERS VIEW, INC., A COLORADO CORPORATION

"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate - \$500,000.00

Includes a Tax Certificate

Proposed Insured:

FARMERS STATE BANK OF CALHAN, ITS SUCCESSORS
AND/OR ASSIGNS

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

GARY L. BRINKMAN AND BRENDA L. BRINKMAN

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

THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER TOGETHER WITH THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER AND TOGETHER WITH THE EAST HALF OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SR55076165-4

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. FULL RELEASE OF DEED OF TRUST DATED DECEMBER 10, 2004, FROM GARY L. BRINKMAN AND BRENDA L. BRINKMAN TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR INDYMAC BANK, F.S.B. TO SECURE THE SUM OF \$284,000.00 RECORDED DECEMBER 16, 2004, UNDER RECEPTION NO. 204205411.
5. FULL RELEASE OF DEED OF TRUST DATED MAY 08, 2006, FROM GARY L. BRINKMAN AND BRENDA L. BRINKMAN TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR GMAC MORTGAGE CORPORATION DBA DITECH.COM TO SECURE THE SUM OF \$25,000.00 RECORDED JUNE 12, 2006, UNDER RECEPTION NO. 206085929.
6. WARRANTY DEED FROM GARY L. BRINKMAN AND BRENDA L. BRINKMAN TO SETTLERS VIEW, INC., A COLORADO CORPORATION CONVEYING SUBJECT PROPERTY.
7. DEED OF TRUST FROM SETTLERS VIEW, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FARMERS STATE BANK OF CALHAN TO SECURE THE SUM OF \$500,000.00.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: SR55076165-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENTS FROM THE UNITED STATES OF AMERICA RECORDED MARCH 25, 1882 IN BOOK 42 AT PAGE 355 AND JANUARY 25, 1887 IN BOOK 45 AT PAGE 171, AS FOLLOWS:

SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED MARCH 07, 1983 IN BOOK 3684 AT PAGE 510.
10. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 03, 1993 IN BOOK 6117 AT PAGE 136.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SR55076165-4

12. THE EFFECT OF GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., RECORDED SEPTEMBER 17, 1993, IN BOOK 6262 AT PAGE 1269.
13. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 22, 2003 UNDER RECEPTION NO. 203195307. SAID DISTRICT IS NOW KNOWN AS THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT PURSUANT TO ORDER RECORDED JULY 1, 2011 UNDER RECEPTION NO. 211064088.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED OCTOBER 13, 2011 UNDER RECEPTION NO. 211099888.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 12-127 RECORDED APRIL 13, 2012 UNDER RECEPTION NO. 212042171.
16. THE EFFECT OF RESOLUTIONS 18-143 AND 18-144, RECORDED APRIL 12, 2018, UNDER RECEPTION NOS. 218041263 AND 218041264.
17. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED JULY 17, 2018 UNDER RECEPTION NO. 218082031.
18. THE EFFECT OF RESOLUTION NO. 19-112, RECORDED APRIL 10, 2019, UNDER RECEPTION NO. 219036782.
19. (THIS ITEM WAS INTENTIONALLY DELETED)



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires 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 any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company 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 Lenders 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee
Company
3033 East First Avenue Suite
600
Denver, Colorado 80206
303-321-1880


President



Old Republic National Title Insurance Company, a Stock
Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111



Mark Bilbrey, President



Rande Yeager, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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State Documentary Fee
Date: July 10, 2019
\$50.00

Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

THIS DEED, made on July 10th, 2019 by GARY L. BRINKMAN AND BRENDA L. BRINKMAN Grantor(s), of the County of El Paso and State of Colorado for the consideration of (\$500,000.00) ***Five Hundred Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to SETTLERS VIEW, INC., A COLORADO CORPORATION Grantee(s), whose street address is 16189 FOREST LIGHT DRIVE, Colorado Springs, CO 80908, County of El Paso, and State of Colorado, the following real property in the County of El Paso, and State of Colorado, to wit:

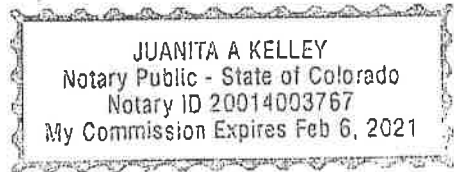
THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER TOGETHER WITH THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER AND TOGETHER WITH THE EAST HALF OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

also known by street and number as: 4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO 80908

with all its appurtenances and warrants the title to the same, subject to the matters shown in the attached Exhibit A, which, by reference, is incorporated herein.

Gary L. Brinkman
GARY L. BRINKMAN

Brenda L. Brinkman
BRENDA L. BRINKMAN



State of Colorado)
County of El Paso)ss.
)

The foregoing instrument was acknowledged before me on this day of July 10th, 2019 by GARY L. BRINKMAN AND BRENDA L. BRINKMAN

Witness my hand and official seal

My Commission expires: 02-06-21 Juanita A Kelley
Notary Public

When recorded return to: SETTLERS VIEW, INC., A COLORADO CORPORATION
16189 FOREST LIGHT DRIVE, Colorado Springs, CO 80908





State Documentary Fee
Date: July 10, 2019
\$50.00

Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

THIS DEED, made on **July 10th, 2019** by **GARY L. BRINKMAN AND BRENDA L. BRINKMAN** Grantor(s), of the County of **El Paso** and State of **Colorado** for the consideration of **(\$500,000.00) ***Five Hundred Thousand and 00/100***** dollars in hand paid, hereby sells and conveys to **SETTLERS VIEW, INC., A COLORADO CORPORATION** Grantee(s), whose street address is **16189 FOREST LIGHT DRIVE, Colorado Springs, CO 80908**, County of **El Paso**, and State of **Colorado**, the following real property in the County of **El Paso**, and State of **Colorado**, to wit:

THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER TOGETHER WITH THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE QUARTER AND TOGETHER WITH THE EAST HALF OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO.

also known by street and number as: **4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO 80908**

with all its appurtenances and warrants the title to the same, subject to the matters shown in the attached Exhibit A, which, by reference, is incorporated herein.

Gary L. Brinkman
GARY L. BRINKMAN

Brenda L. Brinkman
BRENDA L. BRINKMAN

JUANITA A KELLEY
Notary Public - State of Colorado
Notary ID 20014003767
My Commission Expires Feb 6, 2021

State of **Colorado**)
County of El Paso)ss.
)

The foregoing instrument was acknowledged before me on this day of **July 10th, 2019** by **GARY L. BRINKMAN AND BRENDA L. BRINKMAN**

Witness my hand and official seal

My Commission expires: 02-06-21 Juanita A Kelley
Notary Public

When recorded return to: **SETTLERS VIEW, INC., A COLORADO CORPORATION**
16189 FOREST LIGHT DRIVE, Colorado Springs, CO 80908



Exhibit A

1. GENFRAI TAXES FOR THE YEAR OF CLOSING.
2. DISTRIBUTION UTILITY EASEMENTS (INCLUDING CABLE TV).
3. THOSE SPECIFICALLY DESCRIBED RIGHTS OF THIRD PARTIES NOT SHOWN BY THE PUBLIC RECORDS OF WHICH GRANTEE HAS ACTUAL KNOWLEDGE AND WHICH WERE ACCEPTED BY GRANTEE IN ACCORDANCE WITH § 8.3 (OFF-RECORD TITLE) AND § 9 (NEW ILC OR NEW SURVEY) OF THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED.
4. INCLUSION OF THE PROPERTY WITHIN ANY SPECIAL TAXING DISTRICT.
5. ANY SPECIAL ASSESSMENT IF THE IMPROVEMENTS WERE NOT INSTALLED AS OF THE DATE OF GRANTEE'S SIGNATURE TO THE CONTRACT TO BUY AND SELL REAL ESTATE RELATING TO THE REAL PROPERTY CONVEYED BY THIS DEED, WHETHER ASSESSED PRIOR TO OR AFTER CLOSING.
6. RESERVATIONS, EXCEPTIONS AND PROVISIONS CONTAINED IN THE PATENTS FROM THE UNITED STATES OF AMERICA RECORDED MARCH 25, 1882 IN BOOK 42 AT PAGE 355 AND JANUARY 25, 1887 IN BOOK 45 AT PAGE 171, AS FOLLOWS: SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS AND DECISIONS OF COURTS; AND ALSO SUBJECT TO THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED MARCH 07, 1983 IN BOOK 3684 AT PAGE 510.
8. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 03, 1993 IN BOOK 6117 AT PAGE 136.
10. THE EFFECT OF GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., RECORDED SEPTEMBER 17, 1993, IN BOOK 6262 AT PAGE 1269.
11. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE TRI-LAKES FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 22, 2003 UNDER RECEPTION NO. 203195307. SAID DISTRICT IS NOW KNOWN AS THE TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT PURSUANT TO ORDER RECORDED JULY 1, 2011 UNDER RECEPTION NO. 211064088.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED OCTOBER 13, 2011 UNDER RECEPTION NO. 211099888.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 12-127 RECORDED APRIL 13, 2012 UNDER RECEPTION NO. 212042171.
14. THE EFFECT OF RESOLUTIONS 18-143 AND 18-144, RECORDED APRIL 12, 2018, UNDER RECEPTION NOS. 218041263 AND 218041264.
15. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED JULY 17, 2018 UNDER RECEPTION NO. 218082031.
16. THE EFFECT OF RESOLUTION NO. 19-112, RECORDED APRIL 10, 2019, UNDER RECEPTION NO. 219036782.

(TD-1000)
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers
4507 SILVER NELL DRIVE, COLORADO SPRINGS, CO 80908

2. Type of Property purchased: Single Family Residential Townhome Condominium Multi-Unit Res Commercial
 Industrial Agricultural Mixed Use Vacant Land Other _____

3. Date of Closing: July 10, 2019

Date of Contract if different than date of closing: May 02, 2016

4. Total sale price: Including all real and personal property. **\$500,000.00**
Contracted price (if different from final sale price) **\$500,000.00**

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Personal Property Total:	\$ _____

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sales price include a trade or exchange of additional real or personal property? Yes No

If yes, give the approximate value of the goods or services as of the date of closing. \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? Yes No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

Yes No If no, interest purchased: _____ %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. Yes No

9. Please mark type of sale: Builder (new construction) Public (MLS or Broker Representation)
 Private (For Sale By Owner) Other (describe) _____

10. Check any of the following that apply to the condition of the improvements at the time of purchase:

New Excellent Good Average Fair Poor Salvage



If the property is financed, please complete the following:

11. Type of financing: (Check all that apply)

- None (all cash or cash equivalent)
- New/Mortgage Lender (government-backed or conventional bank loan)
- New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
- Seller (buyer obtained a mortgage directly from the seller)
- Assumed (buyer assumed an existing mortgage)
- Combination or Other: Please explain _____

12. Total amount financed: **\$508,502.50** _____

13. Terms:

- Variable Starting interest rate _____ %
- Fixed Interest rate _____ %
- Length of time _____ **years**
- Balloon Payment Yes No If yes, amount **\$0.00** Due Date _____

14. Mark any that apply:

- Seller assisted down payment
- Seller concessions
- Special terms of financing

If marked, please specify: _____

15. Was an independent appraisal obtained in conjunction with this transaction? Yes No

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 16-18 if applicable. Otherwise, skip to #19 to complete.

16. Did the purchase price include a franchise or license fee? Yes No
If yes, franchise or license fee value? _____

17. Did the purchase price involve an installment land contract? Yes No
If yes, date of contract: _____

18. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? Yes No

Remarks: Please include any additional information concerning the sale you may feel is important.

19. Signed on this day of
July 10, 2019

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.
Signature of Grantee(Buyer) or Grantor(Seller)

SETTLERS VIEW, INC., A COLORADO CORPORATION

THOMAS MAHER, PRESIDENT

GARY MAHER, VICE PRESIDENT

20. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

SETTLERS VIEW, INC., A COLORADO CORPORATION

16189 FOREST LIGHT DRIVE, Colorado Springs, CO 80908

Phone: (719) 290-5473 xTOM MAHER

Email: _____

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.