



## LAND TITLE GUARANTEE COMPANY

Date: March 07, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at LONDONDERRY DRIVE, Peyton, CO 80831.

If you have any inquiries or require further assistance, please contact BEN LOWE at (719) 381-0240 or BLOWE@LTGC.COM

**Chain of Title Documents:**

[El Paso county recorded 08/07/2018 under reception no. 91167](#)

[El Paso county recorded 01/16/2018 under reception no. 6021](#)

[El Paso county recorded 01/08/2018 under reception no. 2381](#)

**Plat Map(s):**

[El Paso county recorded 01/16/2018 under reception no. 714077](#)

[El Paso county recorded 12/09/2013 under reception no. 713413](#)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which 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; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim

which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

#### **6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** 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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-850-4168



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

**Land Title Guarantee Company Representing  
Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** RND55075399

**Policy No.:** PIB55075399.1077072

**Liability:** \$50,000.00

**Fee:** \$750.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

PAINT BRUSH HILLS METROPOLITAN DISTRICT

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

March 02, 2019 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

PAINT BRUSH HILLS METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder :**

A Fee Simple

**3. The Land referred to in this Binder is described as follows:**

TRACT A, PAINT BRUSH HILLS FILING NO. 13C, COUNTY OF EL PASO, STATE OF COLORADO

**4. The following documents affect the land:**

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION IN INSTRUMENT RECORDED NOVEMBER 01, 1966, IN BOOK 2153 AT PAGE [971](#).
3. RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 20, 1973, IN BOOK 2645 AT PAGE [656](#). ASSIGNMENT OF EASEMENTS AND RIGHTS-OF-WAY RECORDED JULY 15, 1998 UNDER RECEPTION NO. [98098694](#).
4. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGES [670](#) AND [675](#) AND

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FEBRUARY 17, 1981 IN BOOK 3404 AT PAGES [582](#) AND [587](#).

5. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES, RECORDED MAY 09, 1983, IN BOOK 3718 AT PAGE [812](#).
6. TERMS, CONDITIONS AND PROVISIONS OF POTABLE WATER SUPPLY AND SANITARY SEWER SERVICE AGREEMENT RECORDED SEPTEMBER 14, 1987 IN BOOK 5421 AT PAGE [132](#). QUIT CLAIM DEED IN CONNECTION WITH SAID AGREEMENT RECORDED JANUARY 29, 1999 UNDER RECEPTION NO. [99014798](#).
7. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PAINT BRUSH HILLS METROPOLITAN DISTRICT , AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 17, 1987, IN BOOK 5423 AT PAGE [2](#) AND JANUARY 19, 2005 UNDER RECEPTION NO. [205008854](#), AND AS EVIDENCED BY INSTRUMENTS RECORDED FEBRUARY 06, 2014 AT RECEPTION NO. [214010107](#). AMENDED AND RESTATED RESOLUTION RECORDED MARCH 14, 2014 UNDER RECEPTION NO. [214020993](#) AND CORRECTION RECORDED JUNE 20, 2014 UNDER RECEPTION NO. [214053382](#). AMENDED AND RESTATED RECORDED JULY 23, 2014 UNDER RECEPTION NO. [214065368](#) AND CORRECTION'S RECORDED AUGUST 18, 2014 UNDER RECEPTION NO. [214074789](#) AND RECORDED AUGUST 20, 2014 UNDER RECEPTION NO. [214075501](#), AND AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 03, 2015, UNDER RECEPTION NO. [215130544](#) AND AMENDED AND RESTATED RESOLUTION RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [216017724](#) AND RECORDED JUNE 03, 2016 UNDER RECEPTION NO. [216060144](#) AND RECORDED JUNE 07, 2016 UNDER RECEPTION NO. [216061171](#) AND RECORDED JUNE 5, 2017 UNDER RECEPTION NO. [217064880](#) AND RECORDED DECEMBER 4, 2015 UNDER RECEPTION NO. [215130828](#) AND RECORDED FEBRUARY 2, 2017 UNDER RECEPTION NO. [217013713](#).
8. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 15, 1988, IN BOOK 5554 AT PAGE [514](#).
9. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JUNE 05, 2001, UNDER RECEPTION NO. [201075621](#).
10. RIGHT OF WAY EASEMENT AS GRANTED TO THE PAINT BRUSH HILLS METROPOLITAN DISTRICT IN INSTRUMENT RECORDED JULY 25, 2003, UNDER RECEPTION NO. [203171514](#).
11. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED AUGUST 13, 2003, UNDER RECEPTION NO. [203186816](#).
12. THE EFFECT OF RESOLUTION NO. 04-491, REGARDING ZONING, RECORDED JANUARY 31, 2005, UNDER RECEPTION NO. [205015059](#).
13. THE EFFECT OF RESOLUTION NO. 04-489, REGARDING ZONING, RECORDED FEBRUARY 04, 2005, UNDER RECEPTION NO. [205017889](#).
14. THE EFFECT OF RESOLUTION NO. 04-547, REGARDING PRELIMINARY PLAN, RECORDED MARCH 09, 2005, UNDER RECEPTION NO. [205033555](#).
15. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED OCTOBER 05, 2005, UNDER RECEPTION NO. [205157500](#).

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16. THE EFFECT OF RESOLUTION NO. 09-134, REGARDING TIME EXTENSION TO RECORD FINAL PLAT, RECORDED JULY 01, 2009, UNDER RECEPTION NO. [209075824](#).
17. INCLUSION WITHIN THE EL PASO COUNTY PUBLIC IMPROVEMENT DISTRICT NO. 2 AS EVIDENCED BY RESOLUTION 13-296 OF THE EL PASO COUNTY BOARD OF COMMISSIONERS, RECORDED JUNE 26, 2013 UNDER RECEPTION NO. [213083051](#).
18. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN PAINT BRUSH HILLS FILING NO. 13A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEPTEMBER 13, 2013, UNDER RECEPTION NO. [213117119](#).

TRANSFER OF ARCHITECTURAL CONTROL COMMITTEE RECORDED NOVEMBER 20, 2017 UNDER RECEPTION NO. [217140585](#).

ASSIGNMENT RECORDED JANUARY 22, 2018 UNDER RECEPTION NO. [218008145](#).

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PAINT BRUSH HILLS FILING 13A RECORDED JANUARY 22, 2018 UNDER RECEPTION NO. [218008146](#).

19. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 9, 2013 UNDER RECEPTION NO. [213145992](#).
20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PAINT BRUSH HILLS FILING NO. 13A RECORDED DECEMBER 09, 2013 UNDER RECEPTION NO. [213713413](#).
21. THE EFFECT OF RESOLUTION 13-295 OF THE EL PASO COUNTY BOARD OF COMMISSIONERS, RECORDED DECEMBER 17, 2013, UNDER RECEPTION NO. [213148273](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 10-380 RECORDED APRIL 30, 2014 UNDER RECEPTION NO. [214035649](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 06-373 RECORDED MAY 07, 2014 UNDER RECEPTION NO. [214038065](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 14-208 RECORDED JUNE 11, 2014 UNDER RECEPTION NO. [214050021](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 15-377 RECORDED SEPTEMBER 23, 2015 UNDER RECEPTION NO. [215103715](#).
26. MINERAL QUIT CLAIM DEED RECORDED OCTOBER 17, 2016 UNDER RECEPTION NO. [216119819](#)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE CONSTRUCTION AND CONVEYANCE AGREEMENT RECORDED JANUARY 20, 2016 UNDER RECEPTION NO. [216005635](#) AND INFRASTRUCTURE CONSTRUCTION, CONVEYANCE AND REIMBURSEMENT AGREEMENT RECORDED JANUARY 20, 2016 UNDER RECEPTION NO. [216005637](#) AND INFRASTRUCTURE CONSTRUCTION, CONVEYANCE AND REIMBURSEMENT AGREEMENT RECORDED FEBRUARY 23, 2017 UNDER RECEPTION NO. [217021672](#) AND FIRST AMENDMENT TO INFRASTRUCTURE CONSTRUCTION, CONVEYANCE AND REIMBURSEMENT AGREEMENT RECORDED SEPTEMBER 28, 2017 UNDER RECEPTION NO. [217117401](#) AND SECOND AMENDMENT TO

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INFRASTRUCTURE CONSTRUCTION, CONVEYANCE AND REIMBURSEMENT AGREEMENT RECORDED SEPTEMBER 27, 2018 UNDER RECEPTION NO. [218112657](#).

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SITE LEASE RECORDED MARCH 31, 2015 UNDER RECEPTION NO. [215030531](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEASE PURCHASE AGREEMENT RECORDED MARCH 31, 2015 UNDER RECEPTION NO. [215030532](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED RESOLUTION RECORDED JUNE 05, 2017 UNDER RECEPTION NO. [217064880](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. [217153395](#).
32. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PAINT BRUSH HILLS RECORDED DECEMBER 20, 2017, UNDER RECEPTION NO. [217153397](#).

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PAINT BRUSH HILLS RECORDED JANUARY 29, 2018 UNDER RECEPTION NO. [218010888](#).

PARTIAL ASSIGNMENT OF SPECIAL DECLARANT RIGHTS RECORDED JANUARY 29, 2018 UNDER RECEPTION NO. [218010890](#).

33. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PAINT BRUSH HILLS FILING NO. 13B RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. 217714067.
34. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PAINT BRUSH HILLS FILING NO. 13C RECORDED JANUARY 16, 2018 UNDER RECEPTION NO. 218714077.
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JANUARY 16, 2018 UNDER RECEPTION NO. [218005618](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED RESOLUTION RECORDED MARCH 26, 2018 UNDER RECEPTION NO. [218033519](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED AND RESTATED RESOLUTION RECORDED MAY 09, 2018 UNDER RECEPTION NO. [218052891](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 01, 2018 UNDER RECEPTION NO. [218088698](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 01, 2018 UNDER RECEPTION NO. [218088699](#).

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



**Land Title Guarantee Company Representing  
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NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
719-634-4821

PAINT BRUSH HILLS METROPOLITAN  
DISTRICT  
PAINT BRUSH HILLS METROPOLITAN  
DISTRICT  
9985 TOWNER AVENUE  
None  
FALCON, CO 80831

### Reference

Your Reference Number:  
Our Order Number: 55075399  
Our Customer Number: 68219.3  
Invoice Requested by: PAINT BRUSH HILLS  
METROPOLITAN DISTRICT  
Invoice (Process) Date: March 07, 2019  
Transaction Invoiced By: Tom Day  
Email Address: tday@ltgc.com

**Invoice Number: 55075399**

Date: March 07, 2019

Order Number: 55075399

Property Address: LONDONDERRY DRIVE Peyton 80831

Parties: Paint Brush Hills Metropolitan District

### Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$750.00
Total Invoice Amount:	\$750.00
Current Balance Due:	\$750.00

### Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number 55075399** on your Payment



## LAND TITLE GUARANTEE COMPANY

Date: March 07, 2019

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 11253 NORTH MERIDIAN ROAD, PEYTON, CO 80831.

If you have any inquiries or require further assistance, please contact BEN LOWE at (719) 381-0240 or [BLOWE@LTGC.COM](mailto:BLOWE@LTGC.COM)

**Chain of Title Documents:**

[El Paso county recorded 10/22/1997 under reception no. 124195](#)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

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- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** 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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-850-4168



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

**Land Title Guarantee Company Representing  
Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** RND55075397

**Policy No.:** PIB55075397.1073844

**Liability:** \$50,000.00

**Fee:** \$875.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

PAINT BRUSH HILLS METROPOLITAN DISTRICT, ITS SUCCESSORS AND/OR ASSIGNS

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

March 02, 2019 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

PAINT BRUSH HILLS METROPOLITAN DISTRICT

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder :**

A FEE SIMPLE

**3. The Land referred to in this Binder is described as follows:**

LIFT SITE

TRACT IN THE NW4 OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25;  
THENCE SOUTH 00° 17'07" EAST ALONG THE WEST LINE OF SAID SECTION 25, 2338.80 FEET;  
THENCE NORTH 89° 31'44" EAST, 125.68 FEET FOR THE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 89° 31'44" EAST, 1394.91 FEET;  
THENCE NORTH 82° 49'28" EAST, 42.83 FEET;  
THENCE NORTH 89° 31'42" EAST, 824.79 FEET;  
THENCE SOUTH 00° 24'08" WEST, 20.00 FEET;  
THENCE SOUTH 89° 31'42" WEST, 775.32 FEET;  
THENCE SOUTH 00° 30'44" EAST, 257.14 FEET;  
THENCE SOUTH 89° 30'37" WEST, 321.82 FEET;

**Land Title Guarantee Company Representing  
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**PROPERTY INFORMATION BINDER**

**Order Number:** RND55075397

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THENCE NORTH 00°28'16" WEST, 252.24 FEET;  
THENCE SOUTH 89°31'44" WEST, 1145.14 FEET;  
THENCE SOUTH 00°00'00" WEST, 260.29 FEET;  
THENCE SOUTH 90°00'00" WEST, 60.75 FEET;  
THENCE NORTH 00°00'00" WEST, 47.00 FEET;  
THENCE SOUTH 90°00'00" EAST, 40.75 FEET;  
THENCE NORTH 00°00'00" WEST, 233.13 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PART PLATTED AS LONDERRY DRIVE IN PAINT BRUSH HILLS FILING NO. 10 RECORDED JULY 30, 2003 UNDER RECEPTION NO. 203174940,

EL PASO COUNTY, COLORADO.

**4. The following documents affect the land:**

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 02, 1980, IN BOOK 3380 AT PAGE [670](#) AND RECORDED DECEMBER 2, 1980 IN BOOK 3380 AT PAGE [675](#), RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [582](#) AND RECORDED FEBRUARY 17, 1981 IN BOOK 3404 AT PAGE [587](#).
3. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES, RECORDED MAY 09, 1983, IN BOOK 3718 AT PAGE [812](#).
4. TERMS, CONDITIONS AND PROVISIONS OF POTABLE WATER SUPPLY AND SANITARY SEWER SERVICE AGREEMENT RECORDED SEPTEMBER 14, 1987 IN BOOK 5421 AT PAGE [132](#). QUIT CLAIM DEED IN CONJUNCTION THEREWITH RECORDED JANUARY 29, 1999 UNDER RECEPTION NO. [99014798](#).
5. INCLUSION OF SUBJECT PROPERTY IN THE PAINT BRUSH HILLS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 17, 1987, IN BOOK 5423 AT PAGE [2](#). RESOLUTION TO MODIFY PLAN RECORDED JANUARY 19, 2005 UNDER RECEPTION NO. [205008854](#). RESOLUTIONS IN CONJUNCTION THEREWITH RECORDED FEBRUARY 6, 2014 AT RECEPTION NO. [214010107](#) AND RECORDED MARCH 14, 2014 AT RECEPTION NO. [214020993](#) AND RECORDED JUNE 20, 2014 AT RECEPTION NO. [214053382](#) AND RECORDED JULY 23, 2014 AT RECEPTION NO. [214065368](#) AND RECORDED AUGUST 18, 2014 AT RECEPTION NO. [214074789](#) AND RECORDED AUGUST 20, 2014 AT RECEPTION NO. [214075501](#). SPECIAL DISTRICT PUBLIC DISCLOSURE IN CONJUNCTION THEREWITH RECORDED DECEMBER 30, 2014 AT RECEPTION NO. [214119460](#).
6. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 15, 1988, IN BOOK 5554 AT PAGE [514](#).
7. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 04-491 RECORDED JANUARY 31, 2005 AT RECEPTION NO. [205015059](#).
8. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 04-547 RECORDED MARCH 09, 2005 AT RECEPTION NO. [205033555](#).
9. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED



**Land Title Guarantee Company Representing  
Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** RND55075397

**Policy No.:** PIB55075397.1073844

OCTOBER 05, 2005, UNDER RECEPTION NO. [205157500](#).

10. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF LEASE PURCHASE AGREEMENT BY AND BETWEEN FARMERS STATE BANK AS LESSOR AND PAINT BRUSH HILLS METROPOLITAN DISTRICT, COLORADO, AS LESSEE RECORDED MARCH 31, 2015 UNDER RECEPTION NO. [215030532](#).
11. FINANCING STATEMENT FROM PAINT BRUSH HILLS METROPOLITAN DISTRICT, DEBTOR TO PAINT BRUSH HILLS METROPOLITAN DISTRICT THE SECURED PARTY, RECORDED MARCH 31, 2015 UNDER RECEPTION NO. [215030533](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAINT BRUSH HILLS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES AND CHARGES FOR WATER AND SANITARY SEWER SERVICES AND FACILITIES RECORDED DECEMBER 03, 2015 UNDER RECEPTION NO. [215130544](#).

AMENDED AND RESTATED RESOLUTION RECORDED FEBRUARY 23, 2016 UNDER RECEPTION NO. [216017724](#).

AMENDED AND RESTATED RESOLUTION RECORDED JUNE 3, 2016 UNDER RECEPTION NO. [216060144](#).

AMENDED AND RESTATED RESOLUTION RECORDED JUNE 7, 2016 UNDER RECEPTION NO. [216061171](#).

AMENDED AND RESTATED RESOLUTION RECORDED JUNE 5, 2017 UNDER RECEPTION NO. [217064880](#).

AMENDED AND RESTATED RESOLUTION RECORDED MARCH 26, 2018 UNDER RECEPTION NO. [218033519](#).

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
719-634-4821

PAINT BRUSH HILLS METROPOLITAN  
DISTRICT  
PAINT BRUSH HILLS METROPOLITAN  
DISTRICT  
9985 TOWNER AVENUE  
None  
FALCON, CO 80831

## Reference

Your Reference Number:  
Our Order Number: 55075397  
Our Customer Number: 68219.1  
Invoice Requested by: PAINT BRUSH HILLS  
METROPOLITAN DISTRICT  
Invoice (Process) Date: March 07, 2019  
Transaction Invoiced By: Tom Day  
Email Address: tday@ltgc.com

**Invoice Number: 55075397**

Date: March 07, 2019

Order Number: 55075397

Property Address: 11253 NORTH MERIDIAN ROAD PEYTON 80831

Parties: Paint Brush Hills Metropolitan District

## Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$875.00
Total Invoice Amount:	\$875.00
Current Balance Due:	\$875.00

### Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number 55075397** on your Payment