

STG Gap Indemnity Agreement

Gap Indemnity Agreement

File / Commitment / Preliminary Report No.: 78835ECS

Premises Address / Location: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

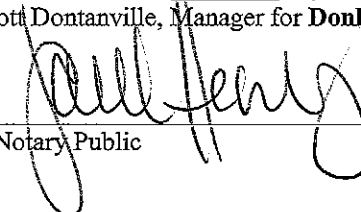
NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Donland Properties LLC, a Colorado limited liability company

by: 
Scott Dontanville, Manager

The foregoing instrument was executed, subscribed and sworn to before me this, 20 day of NOV, 2020 by
Scott Dontanville, Manager for Donland Properties LLC, a Colorado limited liability company.

My Commission Expires:


Notary Public

JAMIE HENSLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034009857
My Commission Expires 03-25-2023

Agents for Stewart Title Guaranty Company

AFFIDAVIT AND AGREEMENT

The undersigned, being the seller(s) or purchaser(s) of the real property described in Paragraph 9 hereof, and being duly sworn upon oath, depose(s) and say(s):

1. REPRESENTATION: The representations, covenants and agreements contained herein are made to induce Empire Title of Colorado Springs, LLC and to authorize its title insurance policies to be issued covering the real property described in Paragraph 9 hereof, with full knowledge and intent that such representations, covenants and agreements be relied upon.
2. CONSTRUCTION: No construction or repair of improvements on or in the real property described in Paragraph 9 hereof has been commenced or contracted for which has not been fully completed and fully paid for more than four full months prior to the execution hereof, except as described in Paragraph 8.
3. MECHANIC'S LIENS: No claims have been made to Affiant(s) or to any other person within the knowledge of Affiant(s) on account of work done or materials furnished to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
4. EASEMENTS, RIGHTS OR CLAIMS: Affiant (s) know(s) of no violation of any restrictive protective covenants or governmental restrictions relating to the real property described in Paragraph 9 hereof, and Affiant(s) know(s) of no encroachment of improvements onto any adjoining real property or encroachment of improvements from any adjoining real property onto the real property described in Paragraph 9 hereof, except as described in Paragraph 8.
5. POSSESSION: Affiant(s) know(s) of no parties in possession of or claiming possessors' rights pertaining to the real property described in Paragraph 9 hereof other than Affiant(s), except as described in Paragraph 8 hereof.
6. FINANCING STATEMENTS: Affiant(s) know(s) of no outstanding sale contract conditional sale contract, security agreements, or financing statements, as to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
7. INDEMNIFICATION: Affiant(s) covenant(s) and agree(s) to indemnify and hold harmless Empire Title of Colorado Springs, LLC, from any loss or damage which would not have occurred if the representations contained herein had been true and if the covenants and agreements contained herein had been fully performed.
8. EXCEPTIONS: All exceptions relating to Paragraphs 2, 3, 4, 5, and 6 hereof are as follows:

NO EXCEPTIONS

9. The real property to which this affidavit and agreement relates is located in the state of CO and is described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Meyer's Meadow, County of El Paso, State of Colorado.

Property Address: 0 Cloven Hoof Drive, Palmer Lake, CO 80133
Donland Properties LLC, a Colorado limited liability company

by: 
Scott Dontanville, Manager

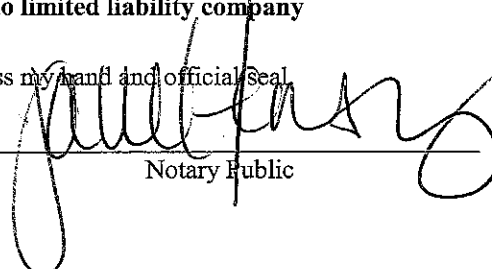
State of Colorado
County of El Paso

The foregoing instrument was subscribed and sworn to before me this November 20, 2020, by
Dontanville, Manager for Donland Properties LLC, a Colorado limited liability company

Scott

My Commission expires:

Witness my hand and official Seal


Notary Public

JAMIE HENSLEY
NOTARY PUBLIC
STATE OF COLORADO
20034009857
03-25-2023

Agents for Stewart Title Guaranty Company

AFFIDAVIT AND AGREEMENT

The undersigned, being the seller(s) or purchaser(s) of the real property described in Paragraph 9 hereof, and being duly sworn upon oath, depose(s) and say(s):

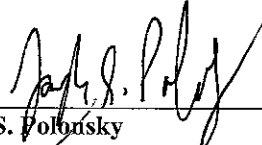
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2. CONSTRUCTION: No construction or repair of improvements on or in the real property described in Paragraph 9 hereof has been commenced or contracted for which has not been fully completed and fully paid for more than four full months prior to the execution hereof, except as described in Paragraph 8.
3. MECHANIC'S LIENS: No claims have been made to Affiant(s) or to any other person within the knowledge of Affiant(s) on account of work done or materials furnished to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
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9. The real property to which this affidavit and agreement relates is located in the state of **CO** and is described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Meyer's Meadow, County of El Paso, State of Colorado.

Property Address: 0 Cloven Hoof Drive, Palmer Lake, CO 80133



 Joseph S. Polonsky

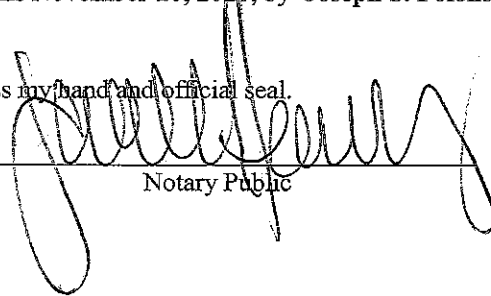


 Kimberly A. Polonsky
 State of Colorado
 County of El Paso

The foregoing instrument was subscribed and sworn to before me this **November 20, 2020**, by **Joseph S. Polonsky and Kimberly A. Polonsky**

My Commission expires:

Witness my hand and official seal.



 Notary Public

JAMIE HENSLEY
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20034009857
 My Commission Expires 03-25-2023

Closing Disclosure

Closing Information

Date Issued
 Closing Date 11/20/2020
 Disbursement Date 11/20/2020
 Settlement Agent Empire Title of Colorado Springs, LLC
 File # 78835ECS
 Property 0 Cloven Hoof Drive
 Palmer Lake, CO 80133

Sale Price \$179,000.00

Transaction Information

Borrower
 Seller Donland Properties LLC, a Colorado limited liability company
 13850 South Perry Park Road
 Larkspur, CO 80118

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing	\$179,000.00
01 Sale Price of Property	\$179,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	

Adjustments for Items Paid by Seller in Advance

09 City Property Taxes	
10 County Property Taxes	
11 Assessment Taxes	
12 School Property Taxes	
13 HOA Dues	
14 Other Taxes	
15	
16	

Due from Seller at Closing \$12,937.49

01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$10,765.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05	
06 Owners Title Policy Credit	
07 Seller Concessions	
08	
09	
10	
11	
12	
13	

Adjustments for Items Unpaid by Seller

14 City Property Taxes	
15 County Property Taxes 1/1/2020 thru 11/19/2020	\$2,172.49
16 Assessment Taxes	
17 School Property Taxes	
18 HOA Dues	
19 Other Taxes	

CALCULATION

Total Due to Seller at Closing	\$179,000.00
Total Due from Seller at Closing	-\$12,937.49
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$166,062.51

Contact Information

REAL ESTATE BROKER (B)

Name	RE/MAX Properties, Inc.
Address	1761 Lake Woodmoor Drive Monument, CO 80132
CO License ID	
Contact	Kathy Allen
Contact CO License ID	
Email	kathy.allen@remax.net; team@raspberrymtn.com
Phone	719-487-6100

REAL ESTATE BROKER (S)

Name	Re/Max Real Estate Group
Address	12265 Oracle Boulevard Colorado Springs, CO 80921
CO License ID	COEC 100046389
Contact	Jennifer Browne
Contact CO License ID	
Email	JBrownesellshomes@gmail.com; thebrowneteamremax@gmail.com
Phone	719-649-9661

SETTLEMENT AGENT

Name	Empire Title of Colorado Springs, LLC
Address	5555 Tech Center Drive Ste. 110 Colorado Springs, CO 80919
CO License ID	CO161136
Contact	Jamie Hensley
Contact CO License ID	
Email	jamie@etcos.com
Phone	719-884-5300



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing


Closing Cost Details

Loan Costs			Seller-Paid	
			At Closing	Before Closing
A. Origination Charges				
01	0% of Loan Amount (Points)	to		
02	Origination Fee	to Farm Credit of Southern Colorado		
03	Stock Purchase	to Farm Credit of Southern Colorado		
B. Services Borrower Did Not Shop For				
01	Appraisal Fee	to		
02	Credit Report	to		
03	Flood Certification Fee	to		
04	Tax Service Fee	to		
C. Services Borrower Did Shop For				
01	Title - Bundled Loan Closing Fee	to Empire Title of Colorado Springs, LLC		\$130.00
02	Title - E-Recording Fee	to Empire Title/County Recording Fees	\$5.00	
03	Title - Lender's Title Insurance	to Empire Title of Colorado Springs, LLC		
04	Title - Processing/Verification Fee	to eTRCO, LLC		
05	Title - Settlement/Closing Fee	to Empire Title of Colorado Springs, LLC	\$125.00	
06	Title - Tax Certificate	to Empire Title of Colorado Springs, LLC		

Other Costs

E. Taxes and Other Government Fees			\$13.00
01	Recording Fees	Deed: \$13.00 Mortgage: \$48.00 to Empire Title/County Recording Fees	
02	Transfer Tax	to Empire Title/County Recording Fees	
03	SOA	to Empire Title/County Recording Fees	\$13.00
F. Prepays			
01	Homeowner's Insurance Premium (mo.)	to	
02	Mortgage Insurance Premium (mo.)	to	
03	Prepaid Interest (per day from 11/20/2020 to 12/01/2020)	to Farm Credit of Southern Colorado	
04	Property Taxes (mo.)	to	
G. Initial Escrow Payment at Closing to Farm Credit of Southern Colorado			
01	Homeowner's Insurance	per month for mo.	
02	Mortgage Insurance	per month for mo.	
03	Property Taxes	per month for mo.	
04	City Property Taxes	per month for mo.	
05	County Property Taxes	\$204.51 per month for mo.	
06	Assessment Taxes	per month for mo.	
07	School Property Taxes	per month for mo.	
08	HOA Taxes	per month for mo.	
09	Other Taxes	per month for mo.	
10	Aggregate Adjustment		
H. Other			\$10,622.00
01	Property Taxes	to El Paso County Treasurer	
02	Real Estate Commission - Listing	to Re/Max Real Estate Group	\$4,475.00
03	Real Estate Commission - Selling	to RE/MAX Properties, Inc.	\$5,370.00
04	Title - 110.1-OEC Del.Except End (Own)	to Empire Title of Colorado Springs, LLC	\$65.00
05	Title - Owner's Title Insurance	to Empire Title of Colorado Springs, LLC	\$981.00
06	Title - Payoff Processing Fee	to Empire Title of Colorado Springs, LLC	
07	Title - Reissue Owner 5 year	to Empire Title of Colorado Springs, LLC	-\$294.00
08	Title - Wire/Cashiers Check Fee	to Empire Title of Colorado Springs, LLC	\$25.00
J. TOTAL CLOSING COSTS			\$10,765.00

Donland Properties LLC, a Colorado limited liability company

by: 
Scott Dontanville, Manager

Empire Title of Colorado Springs, LLC

5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
PHONE: 719-884-5300 FAX: 719-884-5304

PURCHASERS SETTLEMENT STATEMENT

SETTLEMENT DATE: November 20, 2020 CASE NO.: 78835ECS
DATE OF PRORATION: November 20, 2020
PROPERTY ADDRESS: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

SELLER: Donland Properties LLC, a Colorado
limited liability company

PURCHASER: Joseph S. Polonsky and Kimberly A.
Polonsky

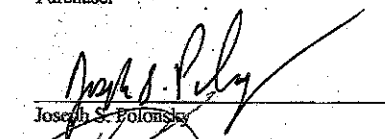
LEGAL DESCRIPTION: Lot 1 - 10, Meyers Meadow, County of El Paso, State of Colorado.


DESCRIPTION	DEBIT	CREDIT
County Property Taxes 1/1/2020 thru 11/19/2020		\$2,172.49
Deposit		\$2,000.00
Loan Amount from Farm Credit of Southern Colorado		\$112,000.00
Sale Price of Property	\$179,000.00	
Origination Fee	\$560.00	
Stock Purchase	\$1,000.00	
Title - Lender's Title Insurance to Empire Title of Colorado Springs, LLC	\$175.00	
Title - Tax Certificate to Empire Title of Colorado Springs, LLC	\$25.00	
Title - Bundled Loan Closing Fee to Empire Title of Colorado Springs, LLC	\$350.00	
Title - E-Recording Fee to Empire Title/County Recording Fees	\$10.00	
Title - Processing/Verification Fee to eTRCO, LLC	\$25.00	
Title - Settlement/Closing Fee to Empire Title of Colorado Springs, LLC	\$125.00	
Recording Fee (Deed) to Empire Title/County Recording Fees	\$13.00	
Recording Fee (Mortgage) to Empire Title/County Recording Fees	\$48.00	
Transfer Tax to Empire Title/County Recording Fees	\$17.90	
Sub-totals	\$181,348.90	\$116,172.49
Due From Purchaser		\$65,176.41
TOTALS	\$181,348.90	\$181,348.90

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included EMPIRE TITLE OF COLORADO SPRINGS, LLC assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

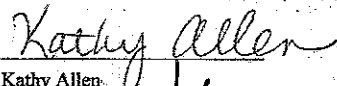
Purchaser


Joseph S. Polonsky


Kimberly A. Polonsky

RE/MAX Properties, Inc.

Broker/Agent


Kathy Allen

Closing Agent


Empire Title of Colorado Springs, LLC

Empire Title of Colorado Springs, LLC

5555 Tech Center Drive, Suite 110

Colorado Springs, CO 80919

PHONE: 719-884-5300

FAX: 719-884-5304

SELLERS SETTLEMENT STATEMENT

CASE NO.: 78835ECS

SETTLEMENT DATE: November 20, 2020

DATE OF PRORATION: November 20, 2020

PROPERTY ADDRESS: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

SELLER: Donland Properties LLC, a Colorado limited liability company

PURCHASER:

LEGAL DESCRIPTION: Lot 1 - 10, Meyers Meadow, County of El Paso, State of Colorado.

DESCRIPTION	DEBIT	CREDIT
Sale Price of Property		\$179,000.00
Title - E-Recording Fee to Empire Title/County Recording Fees	\$5.00	
Title - Settlement/Closing Fee to Empire Title of Colorado Springs, LLC	\$125.00	
SOA to Empire Title/County Recording Fees	\$13.00	
Title - Owner's Title Insurance to Empire Title of Colorado Springs, LLC	\$981.00	
Title - 110.1-OEC Del.Except End (Own) to Empire Title of Colorado Springs, LLC	\$65.00	
Title - Reissue Owner 5 year to Empire Title of Colorado Springs, LLC	-\$294.00	
Title - Wire/Cashiers Check Fee to Empire Title of Colorado Springs, LLC	\$25.00	
Real Estate Commission - Listing to Re/Max Real Estate Group	\$4,475.00	
Real Estate Commission - Selling to RE/MAX Properties, Inc.	\$5,370.00	
County Property Taxes 1/1/2020 thru 11/19/2020	\$2,172.49	
Sub-totals	\$12,937.49	\$179,000.00
Due To Seller	\$166,062.51	
TOTALS	\$179,000.00	\$179,000.00

APPROVED AND ACCEPTED

Sales or use taxes on personal property not included. EMPIRE TITLE OF COLORADO SPRINGS, LLC assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Empire Title of Colorado Springs, LLC is hereby authorized to disburse funds as indicated herein.

Seller

Donland Properties LLC, a Colorado limited liability company

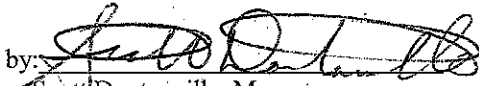
Re/Max Real Estate Group

Broker/Agent:

Jennifer Browne

Closing Agent:

Empire Title of Colorado Springs, LLC

by: 
Scott Dontanville, Manager

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

FILE NO: 78835ECS
CLOSING DATE: 11/20/20

1. **PARTIES, PROPERTY.** Donland Properties LLC, a Colorado limited liability company (SELLER) and (BUYER) engage Empire Title of Colorado Springs, LLC (CLOSING COMPANY), who agrees to provide closing and settlement services in connection with the closing of the transaction for the sale and purchase of the Property known as No. 0 Cloven Hoof Drive Palmer Lake, CO 80133 and more fully described in the Contract to Buy and Sell Real Estate, dated **October 26, 2020** including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, the Agreement controls, subject to subsequent amendments to the contract of this Agreement.
2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company Agrees Does Not agree that; upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company Agrees Does Not agree to furnish copies of Exceptions.
3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:
 - 4.1 **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.
 - 4.2 **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.
 - 4.3 **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.
5. **CLOSING FEE.** Closing Company will receive a fee of \$250.00 for providing closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.
7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.
8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
() **Cashier's Check**, at Seller's expense () **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense () **Closing Company's Trust Account Check**
9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute) if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.**
 - 15.1 **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
 - 15.2 **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.): NONE

17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties.

18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.

19. **NOTICE, DELIVERY, AND CHOICE OF LAW.**

19.1 **Physical Delivery and Notice.** Any documents, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.

19.2 **Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to another party at the electronic address of the recipient by facsimile, email or _____.

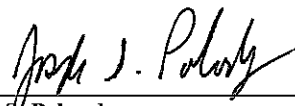
19.3 **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.

19.4 **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

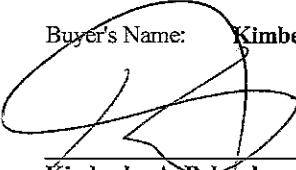
Date: 11/20/2020

Buyer's Name: **Joseph S. Polonsky**

Buyer's Name: **Kimberly A. Polonsky**



Joseph S. Polonsky



Kimberly A. Polonsky

Address: _____

Phone: _____

Fax No.: _____

Email: Joseph.polonsky@gmail.com

Closing Company's Name: Empire Title of Colorado Springs, LLC

Authorized Signature

Title

Date: 11/20/2020

Address: 5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919

Phone No.: 719-884-5300

Fax No.: 719-884-5304

Email Address: Jamie@etcos.com

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

FILE NO: 78835ECS
CLOSING DATE: 11/20/20

1. **PARTIES, PROPERTY.** Donland Properties LLC, a Colorado limited liability company (SELLER) and (BUYER) engage Empire Title of Colorado Springs, LLC (CLOSING COMPANY), who agrees to provide closing and settlement services in connection with the closing of the transaction for the sale and purchase of the Property known as No. 0 Cloven Hoof Drive Palmer Lake, CO 80133 and more fully described in the Contract to Buy and Sell Real Estate, dated **October 26, 2020** including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, the Agreement controls, subject to subsequent amendments to the contract of this Agreement.
2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company Agrees Does Not agree that; upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company Agrees Does Not agree to furnish copies of Exceptions.
3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:
 - 4.1 **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.
 - 4.2 **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.
 - 4.3 **Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.
5. **CLOSING FEE.** Closing Company will receive a fee of \$250.00 for providing closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.
7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.
8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
 Cashier's Check, at Seller's expense **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense **Closing Company's Trust Account Check**
9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute) if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.
14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.**
 - 15.1 **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
 - 15.2 **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.): NONE
17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties.
18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.
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- 19.4 **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

Date: 11/20/2020

Seller's Name: **Donland Properties LLC, a Colorado limited liability company**
Donland Properties LLC, a Colorado limited liability company

by: 
 Scott Dontanville, Manager

Address: 13850 South Perry Park Road
Larkspur, CO 80118

Phone: _____

Fax No.: _____

Email: _____

Closing Company's Name: Empire Title of Colorado Springs, LLC

Authorized Signature	Title	Date: <u>11/20/2020</u>
Address:	<u>5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919</u>	
Phone No.:	<u>719-884-5300</u>	
Fax No.:	<u>719-884-5304</u>	

Email Address Jamie@etcos.com

REAL ESTATE TAX, ASSESSMENT, AND HOA AGREEMENT

File No.: 78835ECS

Property: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

I. TAXES: The basis of the tax proration is as follows:

- The previous year's taxes in the amount of
- An estimate of taxes for the current year:
 - (x) Total assessed value: 34,510
 - (x) Mill Levy 71.113
 - (x) Total Estimated Taxes: **\$2,454.11**

Other

SUCH PRORATION SHALL BE CONSIDERED A FINAL SETTLEMENT UNLESS OTHERWISE AGREED IN WRITING BY BUYER AND SELLER. IF THE PRORATION IS NOT FINAL SETTLEMENT, THE BUYER(S) AND SELLER(S) HEREBY AGREE THAT THEY ASSUME FULL RESPONSIBILITY FOR PURSUING AND EFFECTING THE ADJUSTMENT, AND Empire Title of Colorado Springs, LLC SHALL HAVE NO RESPONSIBILITY IN REGARD THERETO.

The above figures were obtained by telephone from the County Treasurer's and/or Assessor's office. EMPIRE TITLE OF COLORADO SPRINGS, LLC is released from any and all liability in the event the County misquoted the assessment and/or mill levy figures. Any further adjustments shall be made solely between the Buyer(s) and Seller(s), if necessary, and will not make or be responsible for this re-adjustment or any liability connection therewith.

EMPIRE TITLE OF COLORADO SPRINGS, LLC assumes no responsibility for pursuing and effectuating any readjustments and is released from any and all responsibility for said readjustments.

EMPIRE TITLE OF COLORADO SPRINGS, LLC assumes no responsibility for the adjustment of special assessments, taxes, or for the exception of said items in the conveyance, unless they are shown on the County Treasurer's Certificate of Taxes Due. Seller(s) hereby warrants that special assessments affecting subject property, including but not limited to Homeowner's Association dues or assessments, are paid in full, except as reflected on the statement of settlement.

II. UTILITIES: The Seller(s) and Buyer(s) of the property fully understand that the Telephone Company, Gas Company, Electric Company, Water Utilities and the present Hazard Insurance Agency **WILL NOT BE NOTIFIED BY THE ESCROW AGENT.**

III. HOMEOWNER'S/CONDOMINIUM ASSOCIATION:

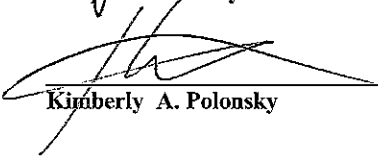
Not Applicable

The homeowner's or condominium association has provided verbal or written information to the Escrow Agent, and has indicated that for the current assessable period, the assessment of has has not been paid. The assessment has has not been prorated between the buyer(s) and seller(s). If applicable, any working capital / transfer fees / statement fees have also been collected per the HOA statement and purchase contract.

Buyer(s) and seller(s) have reviewed the above referenced HOA information and hereby agree that it represents a complete and accurate list of associations / sub associations for the above referenced property. Empire Title of Colorado Springs, LLC is hereby released of any liability with regard to any associations / sub associations not listed above.



Joseph S. Polonsky



Kimberly A. Polonsky

REAL ESTATE TAX, ASSESSMENT, AND HOA AGREEMENT

File No.: 78835ECS

Property: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

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Donland Properties LLC, a Colorado limited liability company

by: 
Scott Dontanville, Manager

**Empire Title of Colorado Springs, LLC
Compliance Agreement**

PURCHASER:

SELLER: **Donland Properties LLC, a Colorado limited liability company**

FILE NO: **78835ECS**

PROPERTY ADDRESS: **0 Cloven Hoof Drive, Palmer Lake CO 80133**

LEGAL Lots **1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Meyer's Meadow, County of El Paso, State of Colorado.**

It is expressly agreed and understood between the undersigned parties that **Empire Title of Colorado Springs, LLC** is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said Company for the purposes of closing this transaction.

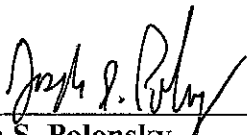
Empire Title of Colorado Springs, LLC has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party (s).

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to a unilateral mistake on the part of **Empire Title of Colorado Springs, LLC** mutual mistake on the part of the undersigned and **Empire Title of Colorado Springs, LLC** or clerical error, then in such event the undersigned shall upon request by **Empire Title of Colorado Springs, LLC** and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as **Empire Title of Colorado Springs, LLC** may deem necessary to remedy said inaccuracy or mistake. The undersigned further agrees that, in addition to any other filed fees, for any checks re-issued 6 months after the original issue date or on any amounts escheated to the State, the Title Company will assess a \$25 check handling fee. This fee will be assessed at the time of escheat or re-issue of the funds, as applicable.

IN WITNESS WHEREOF, the party (s) has/have executed this Agreement this **November 20, 2020**

Buyers: Contact Phone #: _____

Email Address: _____



Joseph S. Polonsky



Kimberly A. Polonsky

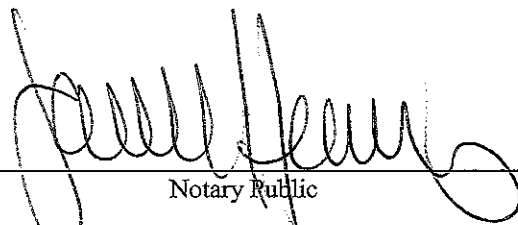
STATE OF: **Colorado**

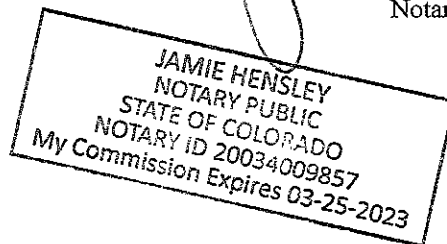
COUNTY OF: **El Paso**

The foregoing instrument was acknowledged before me this **November 20, 2020** by **Joseph S. Polonsky and Kimberly A. Polonsky**

Witness my hand and official seal.

My Commission Expires:



Notary Public

**Empire Title of Colorado Springs, LLC
Compliance Agreement**

PURCHASER:

SELLER: **Donland Properties LLC, a Colorado limited liability company**

FILE NO: **78835ECS**

PROPERTY ADDRESS: **0 Cloven Hoof Drive, Palmer Lake CO 80133**

LEGAL Lots **1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Meyer's Meadow, County of El Paso, State of Colorado.**

It is expressly agreed and understood between the undersigned parties that **Empire Title of Colorado Springs, LLC** is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said Company for the purposes of closing this transaction.

Empire Title of Colorado Springs, LLC has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party (s).

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IN WITNESS WHEREOF, the party (s) has/have executed this Agreement this **November 20, 2020**

Sellers: Contact Phone #: _____

Email Address: _____

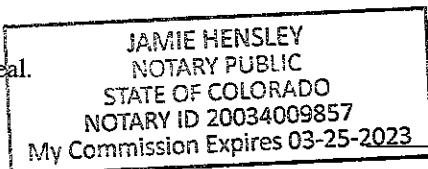
Donland Properties LLC, a Colorado limited liability company

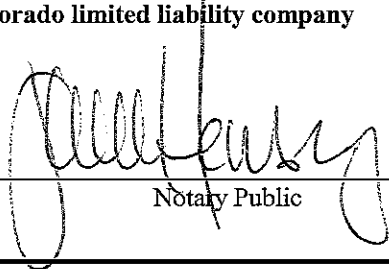
by: 
Scott Dontanville, Manager

STATE OF: **Colorado**
COUNTY OF: **El Paso**

The foregoing instrument was acknowledged before me this **November 20, 2020** by **Scott Dontanville, Manager for Donland Properties LLC, a Colorado limited liability company**

Witness my hand and official seal.
My Commission Expires:





Notary Public

**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: 71090-01-015

2019 TAXES PAYABLE 2020

Owner Per Tax Record: DONLAND PROPERTIES LLC

Property Type: Real Estate

Property Location: CLOVEN HOOF DR

Property Description: LOTS 1-10 MEYERS MEADOW TOG WITH A R/W CONV BY BK
3073-423

Alerts:

<u>Assessed Value</u>		
Land	\$	34510
Improvement	\$	0
TOTAL	\$	34510

<u>Tax District: PEV</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007222	249.23
EPC ROAD & BRIDGE (UNSHARED)	0.000330	11.39
LEWIS-PALMER SCHOOL NO 38 - GEN	0.030085	1038.23
LEWIS-PALMER SCHOOL NO 38 - BOND	0.011345	391.52
PIKES PEAK LIBRARY	0.003731	128.76
TRI-LAKES MONUMENT FIRE PROTECTION	0.018400	634.98
El Paso County TABOR Refund	0.000000	-17.84
TOTAL	0.071113	2436.27

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 2019 taxes: 0.00


Amount due valid through NOVEMBER 30th, 2020 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 27th day of OCTOBER A.D. 2020

Issued to: elpasoco\CALEmpire01 Empire Title of Colorado Springs, LLC
78835ECS

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20201027 46930

By: 

EL PASO COUNTY - COLORADO

7109001015
CLOVEN HOOF DR

Total Market Value
\$119,000

OVERVIEW

Owner:	DONLAND PROPERTIES LLC
Mailing Address:	13850 S PERRY PARK RD LARKSPUR CO, 80118-6505
Location:	CLOVEN HOOF DR
Tax Status:	Taxable
Zoning:	RR-0.5
Plat No:	1414
Legal Description:	LOTS 1-10 MEYERS MEADOW TOG WITH A R/W CONV BY BK 3073-423

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$119,000	\$34,510
Improvement	\$0	\$0
Total	\$119,000	\$34,510

No buildings to show.

LAND DETAILS

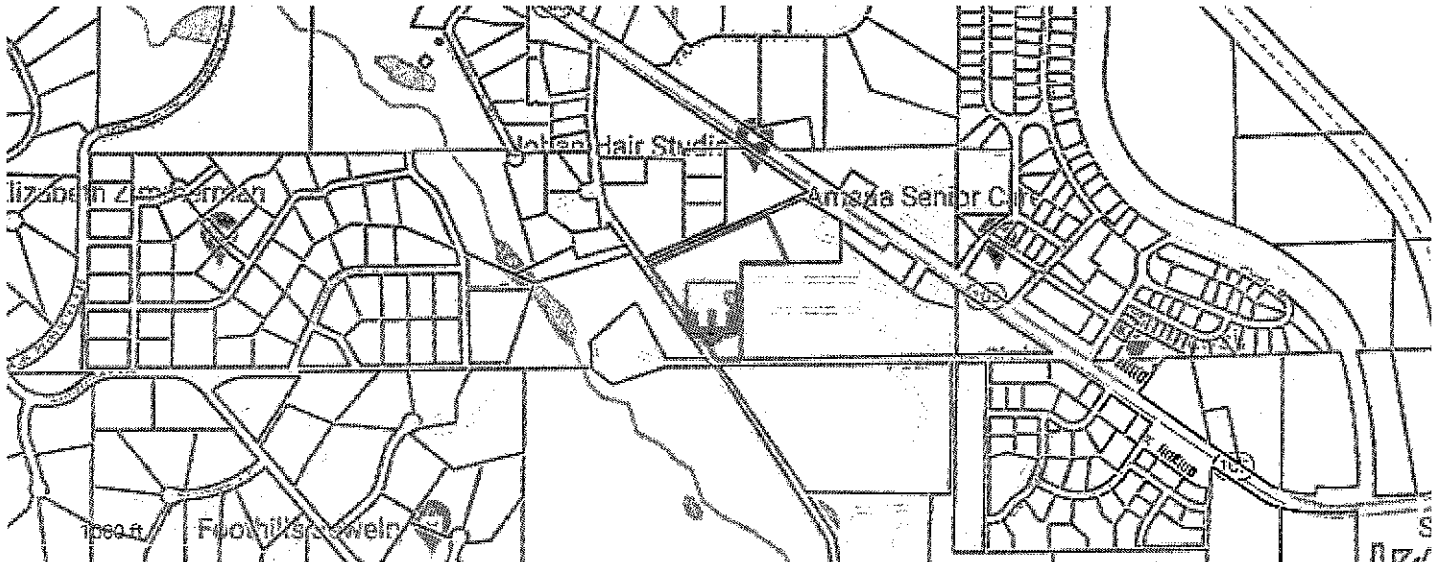
Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT RESIDENTIAL LOTS	29.000	7.09 Acres	\$119,000

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **PEV** Levy Year: **2019** Mill Levy: **71.113**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.222	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
LEWIS-PALMER SCHOOL NO 38	41.430	CHERYL WANGEMAN	(719) 488-4705
PIKES PEAK LIBRARY	3.731	MIKE VARNET	(719) 531-6333
TRI-LAKES MONUMENT FIRE PROTECTION	18.400	CHRISTOPHER TRUTY	(719) 484-0911
PALMER LAKE SANITATION	0.000	BECKY ORCUTT	(719) 481-2732
EL PASO COUNTY CONSERVATION	0.000	PAMELA DAVISON	(719) 632-9598



STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: Donland Properties, LLC
2. The Entity is a: a Colorado limited liability company
3. The Entity is formed under the laws of: Colorado
4. The mailing address for the entity is:
13850 S. Perry Park Rd, Larkspur, CO 80118
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Scott Dontanville, Managers.
6. The authority of the foregoing person(s) to bind the entity is **not limited**.
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. Section §38-30-172.

Executed this: November 20, 2020

Donland Properties, LLC

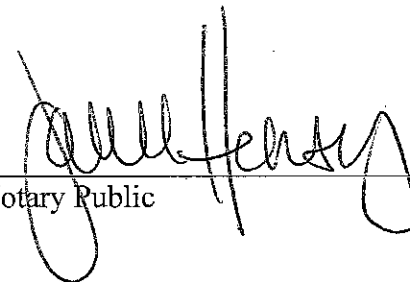

by Scott Dontanville, Manager

STATE OF: Colorado
COUNTY OF: El Paso

The foregoing instrument was acknowledged before me this 20 day of November, 2020, by Scott Dontanville, Managers of Donland Properties, LLC, a Colorado limited liability company.

Witness my hand and seal.

My commission expires:



Notary Public

JAMIE HEISLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034009857
My Commission Expires 03-25-2023

WARRANTY DEED

THIS DEED, made this 20th day of November, 2020, between Donland Properties LLC, a Colorado limited liability company

of the County of El Paso and State of Colorado, grantor(s), and whose legal address is 0 Cloven Hoof Drive, Palmer Lake, CO 80133

of the County of El Paso and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, Joint Tenants, all the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Meyer's Meadow, County of El Paso, State of Colorado.

also known by street and number as: 0 Cloven Hoof Drive, Palmer Lake, CO 80133

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any, subject to the statutory exception as defined in C.R.S. §38-30-113, revised.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above. Donland Properties LLC, a Colorado limited liability company

by: [Signature] Scott Dontanville, Manager

State of Colorado }
County of El Paso } ss.

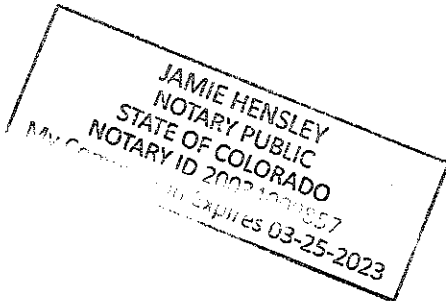
The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20 day of Nov, 2020 by Scott Dontanville, Manager for Donland Properties LLC, a Colorado limited liability company.

My Commission expires:

Witness my hand and official seal.

[Signature] Notary Public

DOC FEE: \$17.90



12. Total amount financed: **\$112,000.00**

13. Terms:

Variable, Starting interest rate _____ % Fixed; Interest rate _____ %

Length of time _____ years

Balloon payment? No Yes (If Yes) Amount: \$ _____ Due Date _____

14. Mark any that apply: Seller assisted down payments Seller concessions Special terms or financing

If marked, please specify terms: _____

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

For properties OTHER THAN Residential (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16-18, if applicable.

16. Did the purchase price include a franchise or license fee? No Yes

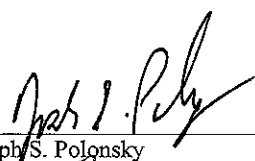
If yes, franchise or license fee value \$ _____

17. Did the purchase price involve an installment land contract? No Yes

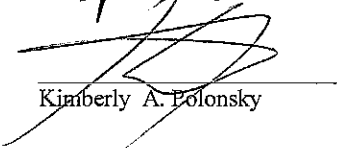
If yes, date of contract _____

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

Please include any additional information concerning the transaction and price paid that you feel is important:


Joseph S. Polonsky

20 NOV 20
Date


Kimberly A. Polonsky

11.20.20
Date

Buyer Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

PO BOX 884

Address (mailing)

Palmer Lake

City

CO

State

80133

Zip Code

719 325 6014

Daytime Phone

joseph.s.polonsky@gmail.com

Email address

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.