

Unified Title Company, LLC
101 S. Sahwatch Street, Suite 110
Colorado Springs, CO 80903
Phone: **719-578-5900**
Fax:

Transmittal Information

Date: 11/05/2020
File No: 79586UTC
Property Address: 8640 Shoup Road, Colorado Springs, CO 80908
Buyer\Borrower:
Seller: Laughlin Living Trust, Laurance K. Laughlin and
Vickie K. Laughlin Co-Trustees
John L. Frerichs and Courtney F. Frerichs

For changes and updates please contact your Title officer:

Pam Bird
Unified Title Company, LLC
c/o ET Production Services, LLC
Phone: 719-520-0191
Fax: 719-955-7077
E-mail: pbird@etinv.com

Customer:
The Platinum Group
6760 Corporate Drive #300
Colorado Springs, CO 80919
Phone: 719-536-4444 Fax: 719-536-4451
Attn: Mike MacGuire
DELIVERED VIA: E-MAIL

Buyer:

Seller:
Laughlin Living Trust, Laurance K. Laughlin and
Vickie K. Laughlin Co-Trustees
8640 Shoup Road
Colorado Springs, CO 80908
DELIVERED VIA: AGENT

John L. Frerichs and Courtney F. Frerichs
5871 Thunder Drive
Colorado Springs, CO 80924
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Changes: effective date

Thank you for using Unified Title Company, LLC.

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



101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax:

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

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

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

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

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

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

A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font with a registered trademark symbol (®), and "title guaranty company" in a smaller, lowercase, sans-serif font below it.

A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Countersigned:

Unified Title Company, LLC

Pam Bird

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the*

exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.



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

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

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

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

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

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **October 27, 2020, 07:30 am**

2. Policy to be issued:

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

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

<i>To Be Determined</i>	\$	300.00
<i>Add'l Parcel Search Owner</i>	\$	100.00
Total:	\$	400.00

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

4. The Title is, at the Commitment Date, vested in:
John L. Frerichs and Courtney F. Frerichs
(As to Parcel A)

and

Laughlin Living Trust, Laurance K. Laughlin and Vickie K. Laughlin Co-Trustees
(As to Parcel B)

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

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **8640 Shoup Road, Colorado Springs, CO 80908**
APN: **5209000096 et. al**

Countersigned
Unified Title Company, LLC

By:

Pam Bird

Pam Bird

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

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EXHIBIT "A"**Parcel A:**

Lot 6, Redtail Ranch Filing No. 1, County of El Paso, State of Colorado.

Parcel B:

That portion of the Southeast quarter of the Southeast quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows: Commencing at the Southeast corner of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 9; thence South 89° 20' 00" West, a distance of 328.27 feet to the Point of Beginning of the tract herein described; thence continuing South 89° 10' 00" West, a distance of 326.50 feet; thence North 00° 00' 00" East, a distance of 658.16 feet; thence North 89° 08' 27" East, a distance of 325.15 feet; thence South 00° 07' 07" East, a distance of 659.23 feet to the Point of Beginning, EXCEPTING therefrom any portion herein not lying within the West half of the North half of the West half of the Southeast quarter of the Southeast quarter of said Section 9, together with a non-exclusive Right-of-Way, 30 feet wide, for ingress and egress and road purposes, the center line of which is the East line of the West half of the West half of the Southeast quarter of the Southeast quarter of Section 9 in Township 12 South, Range 65 West of the 6th P.M., EXCEPTING from said 30 feet wide Right-of-Way, that portion thereof lying within the Easterly 15 feet of the subject property, County of El Paso, State of Colorado.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

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

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

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SCHEDULE B, PART II

Exceptions

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded October 21, 1965 in [Book 2099 at Page 585](#).**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded April 15, 1964 in [Book 2007 at Page 136](#).**
11. **Terms, agreements, provisions, conditions, obligations and easements as contained in Decree of the District Court in and of the County of El Paso State of Colorado, for Right of Way in favor of Mountain View Electric Association, Inc. , recorded July 8, 1964 in [Book 2023 at Page 235](#).**

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12. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc. , as described in instrument recorded June 1, 1969 in [Book 2134 at Page 81](#).
13. Findings of Fact, Conclusions of Law, Judgment and Ruling of Referee of the Water Court, District Court, Water Division No. 2, Colorado, Case No. W-4041, recorded May 12, 1975 in [Book 2750 at Page 108](#).
14. Any tax, fee, assessment or lien of Black Forest Volunteer Fire Protection District as disclosed by the instrument recorded August 21, 1975 in [Book 2772 at Page 121](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Easement, recorded March 5, 1999 at [Reception No. 99034951](#) and recorded September 06, 2006 at [Reception No. 206131909](#).
16. The effect, if any of the terms, agreements, provisions, conditions, obligations and easements as set forth in Notice of Co-location Agreement pertaining to Nextel Site CO-0665 A, Communications Site Lease Agreement, recorded January 27, 2005 at [Reception No. 205013241](#), (in which the specific lease agreement is not set forth therein).
17. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc. , as described in instrument recorded February 23, 2009 at [Reception No. 209017471](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Private Access, Drainage and Driveway Grading Easement, recorded June 5, 1009 at [Reception No. 209064392](#).
19. Deed recorded August 06, 2009 at [Reception No. 209092946](#), makes reference to the conveyance of water and water rights.
20. Terms, agreements, provisions, conditions and obligations as contained in Agreement and Mutual Release recorded February 4, 2010 at [Reception No. 210011424](#).
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Common Access and Maintenance Agreement, recorded March 29, 2010 at [Reception No. 210028459](#).
22. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded March 29, 2010 at [Reception No. 210028460](#), and any and all amendments and/or supplements thereto. Amendment in connection therewith recorded April 06, 2010 at [Reception No. 210031710](#).
23. Deed recorded April 06, 2010 at [Reception No. 210031711](#), makes reference to the conveyance of water and water rights.
24. Deed recorded October 22, 2010 at [Reception No. 210106239](#), makes reference to the conveyance of water

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and water rights.

25. Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court, District Court, Water Division No. 2, Colorado, Case No. 11CW37 (11CW82) Consolidated in Div. 2, 11MDL12, recorded January 06, 2012 at [Reception No. 212001822](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 09-460, (Walker Place), by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded March 6, 2014 at [Reception No. 214018546](#).
27. Deed recorded March 18, 2014 at [Reception No. 214022129](#), makes reference to the conveyance of water and water rights.
28. Matters as set forth on Land Survey Plat, by Classic Consulting Engineers & Surveying, Douglas P. Reinelt, PLS No. 30118, dated May 23, 2017 and recorded November 08, 2017 at [Reception No. 217900218](#).
29. Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court, District Court, Water Division No. 2, Colorado, Case No. 18CW3003 (Div. 2); 18CW302 (Div. 1) and c/r 07CW49), recorded July 18, 2018 at [Reception No. 218082607](#).
30. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 19-140, (Redtail Ranch), by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded April 24, 2019 at [Reception No. 219042599](#).
31. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 19-141, (Redtail Ranch), by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded April 24, 2019 at [Reception No. 219042600](#).
32. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded December 6, 2019 at [Reception No. 219154174](#).
33. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded December 6, 2019 at [Reception No. 219154175](#).
34. Terms, agreements, provisions, conditions and obligations as contained in Redtail Ranch Homeowners Association, Inc., Bylaws recorded December 6, 2019 at [Reception No. 219154177](#).
35. Easements, notes and notices as set forth on the plat of Redtail Ranch Filing No. 1, recorded December 06, 2019 at [Reception No. 219714432](#). Ratification of Plat in connection therewith recorded December 06, 2019 at [Reception No. 219154176](#).
36. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, as described in instrument recorded August 24, 2020 at [Reception No. 220128533](#).

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NOTE: Exception Items No. (9) through (36) are specific to Parcel A

37. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, as described in instrument recorded April 12, 1961 in [Book 1854 at Page 173](#).
38. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, as described in instrument recorded July 14, 1971 in [Book 2421 at Page 869](#).
39. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded December 29, 1971 in [Book 2458 at Page 247](#) and any and all amendments and/or supplements thereto.
40. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded March 13, 1972 in [Book 2473 at Page 577](#), and as contained in Deed recorded October 24, 1973 in [Book 2632 at page 267](#), and subsequent conveyance deeds of record. Loss, damage and rights of others in and to the use of same.
41. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, as described in instrument recorded July 25, 1972 in [Book 2508 at Page 201](#).
42. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded September 3, 1974, in [Book 2702 at Page 757](#), and as contained in Deed recorded December 20, 1983 in [Book 3816 at Page 373](#), and subsequent conveyance deeds of record. Loss, damage and rights of others in and to the use of same.
43. The fact that the roads providing access are private and not dedicated for public use.

NOTE: Exception Items No. (37) through (43), are specific to Parcel B.

FOR INFORMATIONAL PURPOSES ONLY:

Warranty Deed recorded December 16, 2019 at [Reception No. 219163356](#).

Deed of Trust recorded December 26, 2019 at [Reception No. 219163357](#).

Deed of Trust recorded May 18, 2020 at [Reception No. 220067445](#).

(As to Parcel A)

Warranty Deed recorded December 10, 2015 at [Reception No. 215132916](#).

Deed of Trust recorded September 03, 2015 at [Reception No. 215097006](#).

(As to Parcel B)

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

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DISCLOSURES

File No.: 79586UTC

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

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

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

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

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

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

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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

File No.: 79586UTC

CO Commitment Disclosure

Agents for Stewart Title Guaranty Company

AFFIDAVIT AND AGREEMENT

STATE OF CO
COUNTY OF El Paso

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

- 1. The representations, covenants and agreements contained herein are made to induce Unified Title Company, 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. 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. 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. 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. 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. 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. Affiant(s) covenant(s) and agree(s) to indemnify and hold harmless Unified Title Company, 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. 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:

Parcel A:

Lot 6, Redtail Ranch Filing No. 1, County of El Paso, State of Colorado.

Parcel B:

That portion of the Southeast quarter of the Southeast quarter of Section 9, Township 12 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado, being more particularly described as follows: Commencing at the Southeast corner of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 9; thence South 89° 20' 00" West, a distance of 328.27 feet to the Point of Beginning of the tract herein described; thence continuing South 89° 10' 00" West, a distance of 326.50 feet; thence North 00° 00' 00" East, a distance of 658.16 feet; thence North 89° 08' 27" East, a distance of 325.15 feet; thence South 00° 07' 07" East, a distance of 659.23 feet to the Point of Beginning, EXCEPTING therefrom any portion herein not lying within the West half of the North half of the West half of the Southeast quarter of the Southeast quarter of said Section 9, together with a non-exclusive Right-of-Way, 30 feet wide, for ingress and egress and road purposes, the center line of which is the East line of the West half of the West half of the Southeast quarter of the Southeast quarter of Section 9 in Township 12 South, Range 65 West of the 6th P.M., EXCEPTING from said 30 feet wide Right-of-Way, that portion thereof lying within the Easterly 15 feet of the subject property, County of El Paso, State of Colorado.

State of Colorado
County of El Paso

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, _____ by
My Commission expires: _____ Witness my hand and official seal.

Notary Public

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

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

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

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

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

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

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

Sharing practices

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

Contact Us

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

Unified Title Company, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

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

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

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

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

Use of information:

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

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

Security and Confidentiality of Your Information:

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

Information Obtained Through Our Web Site

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

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

Cookies

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