

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/12/2021
File No: 80543ECS
Property Address: 23580 Highway 94, Calhan, CO 80808
Buyer\Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Seller: Brar LLC, a Colorado limited liability company

For changes and updates please contact your Title officer:

Kara DeMasters
Empire Title of Colorado Springs, LLC
c/o Stewart Title Southern Colorado Production Services
Phone: **719-884-5300**
Fax: **719-884-5304**

E-mail: **Kara.DeMasters@stewart.com**

Customer:
Pushpinder Brar

Phone: **Fax:**
Attn: Pushpinder Brar
DELIVERED VIA: E-MAIL

Buyer:
Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
DELIVERED VIA: AGENT

Seller:
Brar LLC, a Colorado limited liability company
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:
Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).

Mortgage Broker:

Phone: Fax:

Attn:

**Phone: Fax:
Attn:**

Changes: Updated Effective Date

Thank you for using Empire Title of Colorado Springs, LLC.

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.

Authorized Signature

A handwritten signature in black ink, appearing to read "Denise Carraux", written over a horizontal line.

Authorized Signatory

Empire Title of Colorado Springs, LLC
(Company)
5555 Tech Center Drive, Suite 110

A handwritten signature in black ink, appearing to read "F. H. Eppinger", written over a horizontal line.

Frederick H. Eppinger
President and CEO

A handwritten signature in black ink, appearing to read "Denise Carraux", written over a horizontal line.

Denise Carraux
Secretary

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

- 1. Effective Date: **October 6, 2021, 7:30 am**
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>Date Down End.</i>	\$	50.00
Total:	\$	50.00

- 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:
Brar LLC, a Colorado limited liability company
- 5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **23580 Highway 94, Calhan, CO 80808**
APN: **3412000015**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Kara DeMasters

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"

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 14 South, Range 63 West of the 6th Prime Meridian, El Paso County, Colorado, described as follows: BEGINNING at the Southwest corner of the one acre tract described in the Deed recorded in [Book 854 at Page 261](#) of the records of El Paso County, Colorado, under [Reception No. 476553](#); thence North 28.28 rods; thence West 28.28 rods; thence South 28.28 rods to the South line of said Southeast 1/4; thence East on said South line 28.28 rods to the POINT OF BEGINNING, EXCEPT that portion conveyed for highway purposes described in the Deed recorded in [Book 978 at Page 100](#) of said records under [Reception No. 621492](#), and FURTHER EXCEPTING any portion thereof included within that parcel described as Parcel C of the Default Judgment Order and Decree recorded May 11, 1987 in [Book 5363 at Page 398](#). Said Parcel C being more particularly described as follows:

A tract of land lying in the southeast corner of the southeast quarter of Section 12, Township 14 South, Range 63 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Commencing at the southeast corner of said Section 12; thence N 00 degrees 39 minutes 07 seconds W along the east line of said Section 12, 40.00 feet to a point on the northerly right-of-way line of a public highway as recorded in [Book 978 at Page 100](#) of the records of said El Paso County and the POINT OF BEGINNING of the tract of land herein described; thence S 89 degrees 19 minutes 40 seconds W along said northerly right-of-way line, 253.63 feet; thence N 00 degrees 54 minutes 52 seconds W, 101.36 feet; thence N 88 degrees 58 minutes 08 seconds E, 45.39 feet to a point on the westerly line of that tract described in deed to W. Scott Chisman recorded in [Book 854 at Page 261](#); thence N 00 degrees 39 minutes 07 seconds W, 68.61 feet to the northwest corner of said Chisman tract; thence N 88 degrees 45 minutes 00 seconds E, 208.71 feet on the north line of said Chisman tract to a point on said east line of Section 12; thence S 00 degrees 39 minutes 07 seconds E along said east line, 168.71 feet to the POINT OF BEGINNING.

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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. **Lease Agreement between Scott Chisman and Leola Chisman, lessors, and Ellicott Voluntary Fire Department, lessee, recorded February 6, 1961 in [Book 1842 at Page 538](#).**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded July 21, 1971 in [Book 2423 at Page 580](#).**
11. **Effect, if any of inclusion, of subject property in the Ellicott Metropolitan District, Order and Decree recorded October 5, 1972 in [Book 2529 at page 526](#) and Order and Decree creating District in the Organization of Ellicott Metropolitan District recorded at [Reception No. 97015577](#).**

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12. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree Creating the Ellicott Fire Protection District recorded March 25, 1985 in [Book 3987 at Page 837](#).
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded August 1, 1997 as [Reception No. 97089129](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 99-101 by and before the Board of County Commissioners of the County of El Paso, State of Colorado, regarding County Zoning recorded April 5, 1999 at [Reception No. 099051606](#); Resolution No. 00-260, by and before the Board of El Paso County Commissioners, State of Colorado, recorded August 16, 2000 at [Reception No. 200097484](#) and rerecorded September 12, 2000 at [Reception No. 200109261](#) and any orders, amendments and modifications thereto.
15. The following matters disclosed by the Improvement Location Certificate provided by James P. Brinkman as Job No. 1504290B dated May 16, 2015:
 - a) Fire station and improvements related thereto extend outside the lease area provided therefore.
 - b) No known access easement to the fire stations westerly bay door.
 - c) No known pedestrian easement for the trail shown on the westerly boundary.
 - d) No known use easement for the well to the neighbor to the East.
 - e) Well service connection not shown.
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Easement, recorded July 27, 2015 at [Reception No. 215080162](#).
17. Notes, easements and restrictions as shown on the Improvement Survey Plat deposited June 22, 2020 at [Reception No. 220900087](#).
18. This Policy does not insure the title to any fixtures, structures and like appurtenances which are not assessed as real property, by the County Assessor. No examination of the title to fixtures, structures and like appurtenances has been made.
19. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded April 1, 1996 in [Book 6852 at Page 331](#).

Deed of Trust from BRAR LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso, State of Colorado, for the use of First State Bank of Colorado Springs, a branch of First State Bank to secure \$760,000.00, dated June 18, 2015 and recorded June 19, 2015 at [Reception No. 215063947](#).
[RELEASE recorded June 1, 2020 at Reception No. 220075076](#).

Financing Statement from BRAR LLC, debtor to First State Bank of Colorado Springs, a branch of First State Bank, Scottsbluff, Nebraska, secured party, recorded June 19, 2015 at [Reception No. 215063948](#).

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Deed of Trust from BRAR LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso, State of Colorado, for the use of First State Bank of Colorado Springs, a branch of First State Bank to secure \$520,000.00, dated November 1, 2017 and recorded November 2, 2017 at [Reception No. 217133998](#). RELEASE recorded June 1, 2020 at [Reception No. 220075077](#).

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II*