

**Unified Title Company, LLC**  
**101 S. Sahwatch, Suite 212**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax: **719-578-5060**

**Transmittal Information**

Date: 11/13/2017  
File No: 54219UTC  
Property Address: 7368 McLaughlin Road, Peyton, CO 80831  
Buyer\Borrower:  
Seller: Shops at McLaughlin 2 LLC, a Colorado limited liability company

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For changes and updates please contact your Title officer:

**Patty Wright**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: **719-520-0191**  
Fax: **719-955-7077**  
E-mail: **PWright@etinv.com**

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**Customer:**

,  
**Phone: Fax:**  
**Attn:**

**Buyer:**

**Seller:**  
**Shops at McLaughlin 2 LLC, a Colorado limited liability company**  
**3920 Maiseland Road**  
**Colorado Springs, CO 80909**  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

**Thank you for using Unified Title Company, LLC.**



101 S. Sawatch, Suite 212, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax: 719-578-5060

## 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 how title to the property is legally held by current owner(s).

**No. 4: 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 (6-17-06)**  
**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**  
**WESTCOR LAND**  
**TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California 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 (6) 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 policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**Unified Title Company, LLC**

101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-578-5900

**WESTCOR TITLE INSURANCE COMPANY**

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-5842



By: Mary O'Donnell  
President  
Attest: Patricia H. Bauer  
Secretary

## **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.

**Unified Title Company, LLC**  
As agent for  
**Westcor Land Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **October 19, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured:

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>Informational</i>	\$ 250.00
<hr/>	
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

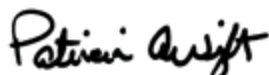
**Shops at McLaughlin 2 LLC, a Colorado limited liability company**

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

**Lot 2, Beckett at Woodmen Hills Filing No. 3, County of El Paso, State of Colorado.**

For Informational Purposes Only: **7368 McLaughlin Road, Peyton, CO 80831**

Countersigned  
**Unified Title Company, LLC**

By: 

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Patty Wright



## Westcor Land Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 19, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

**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.**



# Westcor Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 19, 2017 at 07:30am**

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. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines and in Book 571 at Page 55.**
10. **Rights of way for ditches and canals constructed by authority of the United States of America as reserved in Patents recorded March 7, 1895 in Book 143 at Page 4 and as recorded November 26, 1897 in Book 143 at Page 349 and as recorded May 18, 1905 in Book 143 at Page 475 and as recorded May 18, 1903 in Book**

143 at Page 476 and as recorded June 26, 1913 in Book 165 at Page 207 and as recorded May 31, 1924 in Book 575 at Page 571.

11. Reservation, in Deed recorded in Book 2049 at Page 330 and in Book 2051 at Page 997, as follows: reserving to grantor one-half of all mineral rights but reserving no surface rights.
12. Grant of right of way to Mountain View Electric Association recorded in Book 2053 at Page 539. Release of Right of Way and Quit Claim Deed thereto recorded November 18, 2003 at Reception No. 203271430.
13. Inclusion of the subject property within the Falcon Fire Protection District as evidenced by Order and Decree creating district recorded December 2, 1980 in Book 3380 at Page 670 and as recorded February 17, 1981 in Book 3404 at Page 587. Notice of organization given in conjunction therewith recorded December 2, 1980 in Book 3380 at Page 675 and as recorded February 17, 1981 in Book 3404 at Page 582 and within the Cherokee Water and Sanitation District as evidenced by Order for Inclusion recorded February 16, 1989 in Book 5605 at Page 409.
14. Any water rights or claims or title to water, including, but not limited to those rights as described in Deed recorded February 15, 1991 in Book 5813 at Page 1370 and in Assignment it Well Permits recorded February 15, 1991 in Book 5813 at Page 1373.
15. Notice to all purchasers of lots and real property within Woodmen Hills Metropolitan District recorded September 10, 1997 at Reception No. 97105557.
16. Resolution No. 1 Woodmen Hills Metropolitan District recorded November 24, 1997 at Reception No. 97137651.
17. Terms, conditions, restrictions and requirements of the following resolutions of the El Paso County Commissioners: Resolution No. 98-435, Land Use 146, recorded March 2, 1999 at Reception No. 99032310; Resolution No. 98-337, Land Use 115, recorded February 10, 1999 at Reception No. 99021313; Resolution 97-472, Land Use 207, recorded February 11, 1998 at Reception No. 98016978.
18. Assessment agreement evidenced by Memorandum of Assessment Agreement recorded March 11, 1999 at Reception No. 99038546.
19. Memorandum of Indenture of Trust in connection with said Assessment Agreement recorded March 11, 1999 at Reception No. 99038547.
20. Terms, conditions, restrictions and requirements of Public Improvements Agreement recorded May 12, 2000 at Reception No. 200053492.
21. Assumption Agreement by and between Woodmen Hills Public Facilities Authority and Beckett Falcon Investments LLP, dated May 26, 2000 and recorded June 6, 2000 at Reception No. 200065029.
22. Consent to Amendment of Covenants recorded June 6, 2000 at Reception No. 200065031.
23. Terms, conditions, restrictions and requirements of Resolution No. 00-144 of the El Paso County Commissioners as recorded March 7, 2001 at Reception No. 201027846 and Resolution No. 00-520 as recorded March 9, 2001 at Reception No. 201029141; Resolution No. 00-106 recorded April 14, 2000 at Reception No. 200041230; Resolution No. 94-358 recorded November 16, 1994 in Book 6564 at Page 1.
24. Easements, notes, notices, conditions, restrictions or requirements shown on the recorded plat of Beckett at

**Woodmen Hills Filing No. 1 recorded February 4, 2002 at Reception No. 202019210.**

- 25. Terms, conditions, restrictions, and requirements of participation agreement : proposed Woodmen Road Improvement District as recorded February 4, 2002 at Reception No. 202019212.**
- 26. Terms, conditions, restrictions, and requirements of Subdivision Improvements Agreement recorded February 4, 2002 at Reception No. 202019213.**
- 27. Covenants, conditions and restrictions, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any reference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained instrument recorded July 12, 2002 at Reception No. 202113651, and any and all amendments and supplements thereto.**
- 28. Terms, conditions, restrictions and requirements of Resolution No. 01-362 of the El Paso County Commissioners, as recorded August 1, 2002 at Reception No. 202126472; Resolution No. 01-363 as recorded July 17, 2002 at Reception No. 202117805; and Resolution No. 02-131 as recorded may 15, 2002 at Reception No. 202113651.**
- 29. Easements, conditions, requirements, restrictions and matters shown on the recorded Plat of Beckett at Woodmen Hills, Filing No. 3 recorded July 22, 2003 at Reception No. 203167982.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**Deed recorded January 30, 2015 as Reception No. 215009500 and rerecorded February 5, 2015 as Reception No. 215011307.**

**Deed of Trust from Shops at McLaughlin 2, LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso for the use of Tommy R. Schwab, Mahwash R. Kalhorn, Three Eagles Properties LLC, a Wyoming limited liability company and James E. Berwick to secure \$187,500.00, dated January 30, 2015 and recorded January 30, 2015 at Reception No. 215009502.**

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.

## Unified Title Company, LLC

### Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

## **Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

Westcor Land Title Insurance Company (“WLTIC”) and **Unified Title Company, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Unified Title Company, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

### **Information Sharing**

Generally, neither WLTIC nor **Unified Title Company, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Unified Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Unified Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Unified Title Company, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Unified Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Unified Title Company, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

WLTIC and **Unified Title Company, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*