

40229 PL
1/21/21



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 1/21/21

Receipt No. 523184

Customer: Diane and Kevin Lindholm
560 E. Kings Deer Pt.
Monument, CO 80132

Processed by EK

Check No. 2354/2353/2352/2351

Payment Method Check

Item	Description	Prefix	Type	Rate	Qty	Amount
C19	Townhome, Condominium, or Crystal Park Plat	CP, SF	C	1,050.00		1,050.00
3	Surcharge - Projects			37.00		37.00
K31	Mylar Pages (1st page)			12.00		12.00
K32	Mylar (each additional)			10.00		10.00
1	CUSTOMER NAME: Diane and Kevin Lindholm					0.00
2	PROJECT NAME: Crystal Park Site S-134 (VR)					0.00

Total \$1,109.00

**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: 74180-00-028

2020 TAXES PAYABLE 2021

Owner Per Tax Record: LINDHOLM TRUST

Property Type: Real Estate

Property Location: 6110 ASPEN WAY

Property Description: SITE NO S-134 CRYSTAL PARK SUB NO 2

Alerts:

Assessed Value		
Land	\$	7650
Improvement	\$	10040
TOTAL	\$	17690

<u>Tax District:</u> HBC	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	137.19
EPC ROAD & BRIDGE (UNSHARED)	0.000330	5.84
MANITOU SPRINGS SCHOOL NO 14 - GEN	0.053144	940.12
PIKES PEAK LIBRARY	0.003855	68.19
CRYSTAL PARK METROPOLITAN	0.004192	74.16
El Paso County TABOR Refund	0.000000	-6.95
TOTAL	0.069276	1218.55

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 2020 taxes: 0.00

Amount due valid through MARCH 31st, 2021 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 08th day of MARCH A.D. 2021

Issued to: epcltrshenson Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20210308 35444

By: 

MARK LOWDERMAN, EL PASO COUNTY TREASURER
Receipt:Certificate of Taxes
REFERENCE CERTIFICATE: 7418000028
Machine: 3 Rct: 473 Media: CDC

Date: 03/08/2021 * < 9. (A)

Treas Fee : 10.00
TOTAL PAID : 10.00

74180-00-028
CHARLES CRUMB (AGENT)
1903 LELARAY ST
COLORADO SPRINGS, CO 80909

EL PASO COUNTY TREAS
1675 GARDEN OF THE GODS ROAD
SUITE 2100
COLORADO SPRINGS, CO. 80907
719-520-7900

Phone Order

xxxxxxxxxxxxx0137
MASTERCARD Entry Method: Manual
Total: \$ 10.00
03/08/21 09:49:44
Inv #: 000000002 Appr Code: 00801P
Apprvd: OnLine
AVS Code: ZIP MATCH Z
CVV2 Code: MATCH M

Customer Copy
THANK YOU!

EL PASO COUNTY TREAS
1675 GARDEN OF THE GODS ROAD
SUITE 2100
COLORADO SPRINGS, CO. 80907
719-520-7900

Phone Order

xxxxxxxxxxxxx0137
MASTERCARD Entry Method: Manual
Total: \$ 0.25
03/08/21 11:49:36
Inv #: 000000002 Appr Code: 00895P
Apprvd: OnLine
AVS Code: ZIP MATCH Z
CVV2 Code: MATCH M

The above Service Fee charge
is for the convenience of this
payment method and is a
separate transaction payable
in addition to the amount due.
Your signature indicates
acceptance of this Service Fee
and your payment to the card
issuer according to their
payment terms.

Customer Copy
THANK YOU!

7418000197

E1 Paso County Treasurer's Tax Status Report TAXYEAR 2020 11-FEB-2021 JRM

Page 2

74180-00-197

810 CRYSTAL PARK RD

CRYSTAL PARK HOA
810 CRYSTAL PARK RD # 99
MANITOU SPRINGS, CO 80829-2899

HBC	RE		
value:	0	land:	0
levy:	69.276	impr:	0
tax:	0.00	growth:	0
balance:	0.00	as of	02/11/2021

THAT PART OF CRYSTAL PARK SUB NO 2 LYING IN NW4,
W2SW4, W2E2SW4, N2NE4, SWANE4, N2SE4, N2SE4, SE4SE4,
SEC 17-14-67, ALL OF SEC 18-14-67, E2E2 SEC 13-14-68,
EX IMPS ONLY ASSIGNED TO PARCEL #74180-00-089, EX
CRYSTAL PARK SUB NO 1, EX SITES S-40, S-227, S-24,
S-105, S-54, S-197, S-36, S-21, S-200, S-171, S-209,
S-6, S-71(VR), S-47, S-199, S-162, S-278, S-31, S-133,
S-108(VR), S-126(VR), S-109, S-39, S-180, S-49 S-68,
S-19, S-9, S-264, S-81, S-79, S-30, S-106, S-7 S-258,
S-90, S-194, S-38, S-245(VR), S-83, S-29, S-16,
S-88(VR), S-26 & S-27, S-168, S-25, S-134, S-18(VR),
S-195, S-118, S-87, S-144, S-78, S-86, S-10, S-53,
S-13, S-32, S-170, S-98, S-58(VR), S-4, S-57, S-193,
S-23, S-70(VR), S-5, S-2, S-100, S-246, S-55(VR),
S-76, S-102, S-271, S-191, S-46(VR), S-288, S-28,
S-230, S-293, S-298, S-269, S-3, S-51, S-120, S-128,
S-203, S-33, S-135(R), S-327, S-328, S-303, S-333(VR),
S-96R, S-138, S-190A, S-311, S-261, S-159, S-340,
S-153, S-155(R), S-165, S-188(R), S-182(R), S-80(R),
S-297(R), S-330(R), S-350(R), S-47(R), S-256(AR3),
S-4(R), S-305, S-308, S-313, S-314, S-331(R), S-52,
S-139(R), S-348(R), S-355 (RR), S-85(R), S-119(RR),
S-123(R), S-331(R), S-176(R), S-196(R), S-97(R),
S-148(VR), S-222(VR), S-174(R), S-315(R), S-322(R),
S-22(VR), S-281(ARR), S-20(VR), S-142(RR), S-220(R),
S-160(VR), S-332(AR), S-72(ARR), S-73(RR), S-343,
S-82, S-173(R) S-239(ARR), SITE ADD TO CRYSTAL PARK
SUB NO 2, S-198(R) S-240(RR), S-268(VR), S-61(RR),
S-185(R), S-132(R), S-125(AR), S-121(AR), S-161(RR),
S-242(R), S-33(VR), S-50(RR), S-321(R), S-183(VR),
S-189, S-187, S-89(R), S-224 (AR), S-193(VR), S-349
(AR), S-290, S-291(R), S-79 (VR), & S-26 (VR), & S-184
(R), S-103 (R), S-104 (R), S-007 (VR), SITE ADDITION
TO CRYSTAL PARK SUB NO 2, S-93 (ARR), S-229 (R), S-237
(R), S-106 (VR), S-334, S-74 (R)

74180-00-195 810 CRYSTAL PARK RD

CRYSTAL PARK HOA HBC RE 0 Land: 0
810 CRYSTAL PARK RD # 99 Value: 69.276 Impr: 0
MANTOU SPRINGS, CO 80829-2899 Tax: 0.00 growth: 0
Balance: 0.00 as of 02/11/2021

THAT PART OF CRYSTAL PARK SUB NO 2 LYING IN NW4, W2SW4, W2E2SW4, N2NE4, SW4NE4, N2SE4, N2SE4, SE4SE4 SEC 17-14-67, ALL OF SEC 18-14-67, E2E2 SEC 13-14-68, EX IMPS ONLY ASSIGNED TO PARCEL #74180-00-089, EX CRYSTAL PARK SUB NO 1, EX SITES S-40, S-227, S-24, S-105, S-54, S-197, S-36, S-21, S-200, S-171, S-209, S-6, S-71(VR), S-47, S-199, S-162, S-278, S-31, S-133, S-108(VR), S-126(VR), S-109, S-39, S-180, S-49, S-68, S-19, S-9, S-264, S-81, S-79, S-30, S-106, S-7, S-258, S-90, S-194, S-38, S-245(VR), S-83, S-29, S-16, S-88(VR), S-26 & S-27, S-168, S-25, S-134, S-18(VR), S-195, S-118, S-87, S-144, S-78, S-86, S-10, S-53, S-13, S-32, S-170, S-98, S-58(VR), S-4, S-57, S-193, S-23, S-70(VR), S-5, S-2, S-100, S-246, S-55(VR), S-76, S-102, S-271, S-191, S-46(VR), S-288, S-28, S-230, S-293, S-298, S-269, S-3, S-51, S-120, S-128, S-203, S-33, S-135(R), S-327, S-328, S-303, S-333(VR), S-96R, S-138, S-190A, S-311, S-261, S-159, S-340, S-153, S-155(R), S-165, S-188(R), S-182(R), S-80(R), S-297(R), S-330(R), S-350(R), S-47(R), S-256(ARR), S-4(R), S-305, S-308, S-313, S-314, S-331(R), S-52, S-139(R), S-348(R), S-355(RR), S-85(R), S-119(RR), S-123(R), S-331(R), S-176(R), S-196(R), S-97(R), S-148(VR), S-232(VR), S-174(R), S-315(R), S-322(R), S-22(VR), S-281(ARR), S-20(VR), S-142(RR), S-220(R), S-160(VR), S-332(ARR), S-72(ARR), S-73(RR), S-343, S-82, S-173(R) S-239(ARR), SITE ADD TO CRYSTAL PARK SUB NO 2, S-198(R) S-240(RR), S-268(VR), S-61(RR), S-185(R), S-132(R), S-125(AR), S-121(AR), S-161(RR), S-242(R), S-33(VR), S-50(RR), S-321(R), S-183(VR), S-189, S-187, S-89(R), S-224(AR), S-193(VR), S-349(AR), S-290, S-291(R), S-79(VR), & S-26(VR), & S-184(R), S-103(R), S-104(R), S-007(VR), SITE ADDITION TO CRYSTAL PARK SUB NO 2, S-93(ARR), S-229(R), S-237(R), S-106(VR), S-334 *** NEW PARCEL NUMBER FOR 2020 IS PLATTED TO #14582 SITE S-74 (R) SITE ADD TO CRYSTAL PARK SUB NO 2 74180-00-196 (LEFTOVER 74180-00-197) ***

7418000089
 El Paso County Treasurer's Tax Status Report TAXYEAR 2020 11-FEB-2021 JRM

74180-00-089

810 CRYSTAL PARK RD

CRYSTAL PARK CHRISTIAN COMMUNITY
 810 CRYSTAL PARK RD # 99
 MANITOU SPRINGS, CO 80829-2899

HBC RE
 value: 6130 land: 0
 levy: 69.276 impr: 6130
 tax: 424.66 growth: 0
 balance: 0.00 as of 02/11/2021

YEAR	DIST	TAX	PAYMENT	DATE	M	RCT	OID	MEDIA	BALANCE
2020	1	tax HBC 422.25	422.25	02/05/21	2	142	SMS	CKM A	0.00

IMPS ONLY, THAT PT OF CRYSTAL PARK SUB NO 2 LYING IN
 NW4, W2SW4, W2E2SW4, N2NE4, SW4NE4, N2SE4,
 SE4SE4 SEC 17-14-67, ALL OF SEC 18-14-67
 E2E2 SEC 13-14-68

741800028
 El Paso County Treasurer's Tax Status Report TAXYEAR 2020 11-FEB-2021 JFM

74180-00-028

6110 ASPEN WAY

LINDHOLM TRUST
 6110 ASPEN WAY
 MANITOU SPRINGS, CO 80829-2870

HBC RE
 Value: 17690 Land: 7650
 Levy: 69.276 Imp: 10040
 Tax: 1225.50 growth: 0
 balance: 1218.55 as of 02/11/2021

YEAR	DIST	TAX	PAYMENT	DATE	M	RPT	OID	MEDIA	BALANCE
2020	1	1218.55							1218.55

SITE NO S-134 CRYSTAL PARK SUB NO 2

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

Transmittal Information

Date: 03/08/2021
File No: 80961UTC
Property Address: 6110 Aspen Way, Manitou Springs, CO 80829
Buyer\Borrower:
Seller: Lindholm Trust dated January 28, 2014
Crystal Park Homeowners Association, a Colorado non-profit corporation, who acquired title as Crystal Park Christian Community, a Colorado corporation

For changes and updates please contact your Title officer:

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

Customer:
MVE, Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, CO 80909
Phone: 719-635-5736 Fax: 719-635-5450
Attn: Chuck Crum
DELIVERED VIA: E-MAIL

Buyer:

Seller:
Lindholm Trust dated January 28, 2014

DELIVERED VIA: AGENT

Crystal Park Homeowners Association, a Colorado non-profit corporation, who acquired title as Crystal Park Christian Community, a Colorado corporation

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: Updated 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.

Authorized Signature

Authorized Signatory

Unified Title Company, LLC (Company)
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

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 amendments 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: **March 1, 2021, 7:30 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:

Informational End	\$	300.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
<hr/>		
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:

Crystal Park Homeowners Association, a Colorado non-profit corporation, who acquired title as Crystal Park Christian Community, a Colorado corporation

and

Lindholm Trust dated January 28, 2014

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

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **6110 Aspen Way, Manitou Springs, CO 80829**

APN: **7418000028**

Countersigned
Unified Title Company, 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"

A TRACT OF LAND FOR THE VACATION AND REPLAT OF SITE S-134, CRYSTAL PARK SUBDIVISION NO. 2, AS RECORDED IN PLAT BOOK F-5, PAGE 37, UNDER RECEPTION NO. 2393361 OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF SAID SECTION 18, AS MONUMENTED BY A 3" BRASS CAP STAMPED "U.S. DEPARTMENT OF THE INTERIOR BUR. LAND MANAGEMENT 1975", FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 18, AS MONUMENTED BY A 3" BRASS CAP STAMPED "U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 1975" BEARS N 00° 15'24" E, A DISTANCE OF 5172.08 FEET AND IS THE BASIS OF BEARING USED HEREIN;

**THENCE N 32° 44'39" E, A DISTANCE OF 534.01 FEET TO THE POINT OF BEGINNING (P.O.B.) OF THE SITE HEREIN DESCRIBED;
THENCE N 24° 10'22" E, A DISTANCE OF 154.10 FEET;
THENCE S 75° 59'49" E, A DISTANCE OF 139.28 FEET;
THENCE S 23° 31'24" W, A DISTANCE OF 190.42 FEET;
THENCE S 13° 37'15" W, A DISTANCE OF 82.42 FEET;
THENCE N 71° 29'37" W, A DISTANCE OF 61.98 FEET;
THENCE N 26° 52'17" E, A DISTANCE OF 45.31 FEET;
THENCE N 36° 20'27" W, A DISTANCE OF 108.90 FEET TO THE P.O.B.
SAID SITE CONTAINS 30,490 SQUARE FEET (0. 70 ACRES) OF LAND, MORE OR LESS.**

(Legal description will be Site No. S-134(VR), Site Addition to Crystal Park Subdivision No. 2, El Paso County, Colorado, upon recordation of new Site Plat.)

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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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. **Reservations contained in United States Patent(s) as follows: Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.**
10. **Covenants, conditions and restrictions recorded March 14, 1979 in Book 3151 at Page 800, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.**

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11. Covenants, conditions and restrictions recorded December 1, 1993 in **Book 6322 at Page 145**, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amendment or Modifications thereto recorded September 8, 1997 at **Reception No. 97104547**, February 18, 2003 at **Reception No. 203035451**, October 14, 2003 at **Reception No. 203241046**, October 11, 2005 at **Reception No. 205160243**, September 29, 2014 at **Reception No. 214088656**, November 10, 2014 at **Reception No. 214103297** and March 12, 2020 at **Reception No. 220036133**.
12. Right of other parties to use Crystal Park Road jointly with owner of the land herein described, as it traverses other lands from the terminus of that portion thereof conveyed to the City of Manitou Springs by Deed recorded November 21, 1962 in **Book 1935 at Page 358**, and as it traverses portions of subject property.
13. Lack of access and access rights, except as may be provided by private roads.
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-335, Land Use-97 recorded November 30, 1993 in **Book 6321 at Page 416**.
15. Terms, agreements, provisions, conditions and obligations as contained in Crystal Park Development Plan and Development Guide recorded November 30, 1993 in **Book 6321 at Page 438**, in **Book 6321 at Page 443**, Resolution No. 93-437, Land-Use 132 recorded April 22, 1994 in **Book 6430 at Page 1282** and Development Guide recorded November 10, 2014 at **Reception No. 214103296** and at **Reception No. 214103297**.
16. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 30, 1993 in **Book 6321 at Page 452** and Amendment recorded November 10, 2014 at **Reception No 214103297**.
17. All notes, notices and easements as set forth on the Plat of Crystal Park Subdivision No. 2 recorded November 30, 1993 in Plat **Book F-5 at Page 37**, and as amended by Engineer Statement recorded August 5, 1996 at **Reception No. 96099003**.
18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-336, Land Use-98 recorded December 15, 1993 in **Book 6335 at Page 313**.
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-337, Land Use-99 recorded December 15, 1993 in **Book 6335 at Page 320**.
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-399, Land Use-122 recorded December 15, 1993 in **Book 6335 at Page 351**.
21. Terms, agreements, provisions, conditions and obligations as contained in ByLaws recorded January 29, 1988 in **Book 5469 at Page 388** and Amended By-Laws of Crystal Park Homeowners Association recorded September 8, 1997 at **Reception No. 97104548**, February 18, 2003 at **Reception No. 203035452**, October 14, 2003 at **Reception No. 203241047**, October 11, 2005 at **Reception No. 205160244**, September 8, 2008 at **Reception No. 208099454**, October 31, 2011 at **Reception No. 211107103**, August 28, 2015 at **Reception No.**

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215094343, and March 12, 2020 at [Reception No. 220036134](#).

22. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree creating the Crystal Park Metropolitan District recorded at [Reception No. 96123524](#).
23. Intergovernmental Agreement for fire protection between the City of Manitou Springs and the Crystal Park Metropolitan District recorded at [Reception No. 203062238](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 13-293 recorded June 26, 2013 at [Reception No. 213083049](#).

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded May 5, 1976 in [Book 2827 at Page 193](#).

Deed recorded February 1, 1994 in [Book 6372 at Page 246](#).

Deed recorded January 28, 2014 at [Reception No. 214007314](#) and Correction Deed recorded April 29, 2014 at [Reception No. 214035177](#).

Deed of Trust from Lindholm Trust dated January 28, 2014 to the Public Trustee of the County of El Paso, State of Colorado, for the use of Ent Credit Union to secure \$150,000.00, dated June 3, 2020 and recorded June 9, 2020 at [Reception No. 220079484](#).

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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DISCLOSURES

File No.: 80961UTC

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 owners 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.: 80961UTC

CO Commitment Disclosure

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.