



Stewart Title Company dba Unified Title, A
Division of Stewart
101 S. Sahwatch St, Ste 110
Colorado Springs, CO 80903
(719) 578-5900
Fax:

Date: August 14, 2023
File Number: 2106877-IO
Property Address: 0 S marksheffel Road, Colorado Springs, CO 80911
Buyer/Borrower: Information Only

Please direct all Title inquiries to:

Lori Plank
Phone:
Fax:
Email Address: LPlank@unifiedtitle.com

Information Only
Delivery Method: Emailed

Glen Investment Group No VIII LLC
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

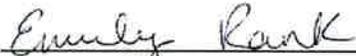
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

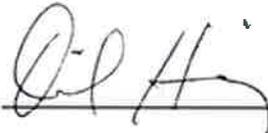
Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature
Stewart Title Company dba Unified
Title, A Division of Stewart
101 S. Sahwach St, Ste 110
Colorado Springs, CO 80903




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company dba Unified Title, A Division of Stewart
Issuing Office: 101 S. Sahwatch St, Ste 110, Colorado Springs, CO 80903
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2106877-IO
Issuing Office File Number: 2106877-IO
Property Address: 0 S marksheffel Road, Colorado Springs, CO 80911
Revision Number:

1. **Commitment Date:** August 7, 2023 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard
Proposed Insured: Information Only

(b) 2021 ALTA® Loan Policy - Standard
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

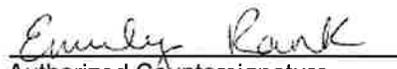
4. **The Title is, at the Commitment Date, vested in:**

Glen Investment Group No. VIII, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2106877-IO

Commencing at the Northwest corner of the Southeast One-quarter (SE1/4) of Section 21, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado; Thence N89°41'22"E along the North line of the said Southeast One-quarter (SE1/4) of Section 21, a distance of 1292.98 feet to the Point of Beginning;

Thence along said North line the following two (2) courses: 1) Thence N89°41'22"E, a distance of 1332.64 feet to the East One-quarter (E1/4) corner of said Section 21; 2) Thence N89°51'21"E along the North line of the South One-half (S1/2) of Section 22, a distance of 3412.11 feet to a point on the Westerly Right-Of-Way line of Marksheffel Road;

Thence along the said Westerly Right-Of-Way line the following three (3) courses;

1) Thence S15°12'30"W, a distance of 3090.91 feet; 2) Thence along the arc of a curve to the right having a central angle of 18°40'26", a radius of 2834.79 feet, and an arc length of 923.91 feet; 3) Thence S33°28'38"W, a distance of 172.20 feet;

Thence S89°52'25"W, a distance of 1246.85 feet; Thence N00°07'35"W, a distance of 79.27 feet; Thence N08°44'07"W, a distance of 392.42 feet; Thence N39°55'45"W, a distance of 902.34 feet; Thence N13°16'53"W, a distance of 444.28 feet; Thence N28°51'14"W, a distance of 2283.82 feet; Thence N57°04'57"W, a distance of 458.86 feet; Thence N09°34'27"E, a distance of 110.37 feet, to the Point of Beginning.

EXCEPT: That part platted to Jimmy Camp Lift Station Subdivision Exemption Plat, recorded March 7, 2005 in Book 105 at Page 54.

EXCEPT: That part conveyed to El Paso County in Deed recorded August 13, 2015 at Reception No. 215087836.

EXCEPT: That part platted as Glen at Widefield Subdivision Filing No. 7 February 22, 2017 in Book 117 at Page 19.

EXCEPT: That part lying southerly of Glen at Widefield Subdivision Filing No. 7, Assessors Parcel Nos. 5527200001.

EXCEPT: That part described as follows: Commencing at the Northwest corner of Outlot 3, Peaceful Valley Country Club Estates; thence Westerly 90.0 feet more or less to a point on the Westerly Right of Way of Marksheffel Road, being the Point of Beginning; thence continuing Westerly 410 feet more or less; thence S30°09'02"W, 571.76 feet; thence run Northeasterly 500.0 feet more or less to the Point of Beginning.

EXCEPT: That part conveyed to Glen Metropolitan District Filing No. 3 in Deed recorded May 1, 2018 as Reception No. 218049518.

EXCEPT: Those parts platted as Glen at Widefield Subdivision Filing No. 8, recorded September 4, 2018 in Book 118 Page 146 and as Glen at Widefield Subdivision Filing No.9 recorded June 12, 2020 in Book 120 at Page 101 and as Glen at Widefield Subdivision Filing No. 10 recorded January 7, 2022 in Book 121 at Page 265.
County of El Paso, State of Colorado

For Informational Purposes Only: 0 S marksheffel Road, Colorado Springs, CO 80911

APN: 5522000010

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2106877-IO

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.
5. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

8. FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Warranty Deed recorded February 26, 2001, as Reception No. 201022125.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2106877-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
6. Water rights, claims or title to water.
7. Any and all unpaid taxes and assessments and any unredeemed tax sales.
8. Right of Way recorded December 1, 1927 in [Book 798 at Page 202](#), subject to the Special Warranty Deed recorded July 19, 1928 in [Book 814 at Page 324](#), subject to the Agreement and Partial Release recorded November 15, 1982 in [Book 3634 at Page 80](#), as modified by and subject to the Colorado Interstate Gas Company Right of Way and Easement Agreement to Pipeline Corridor recorded June 7, 2002 as [Reception No. 202092771](#), and as modified by the Partial Release of Right of Way Agreement recorded February 21, 2008 as [Reception No. 208020313](#).
9. Terms, agreements, provisions, conditions and obligations as contained in Agreement between W. T. Gore and The League Land Company recorded December 9, 1922 in [Book 606 at Page 542 as Reception No. 331050](#). Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of the streams, ditches and/or ponds within the herein described parcel.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. Any rights of the Spring Lake Reservoir as shown on Map recorded April 9, 1932 [as Reception No. 499772](#), File No. 836.
11. Right of Way Easement recorded December 1, 1958 [in Book 1714 at Page 545 as Reception No. 92843](#).
12. Right of Way Easement recorded December 20, 1962 [in Book 1939 at Page 571 as Reception No. 268378](#).
13. Right of Way Easement recorded August 26, 1963 [in Book 1972 at Page 304 as Reception No. 304575](#).
14. Right of Way Easement recorded August 26, 1963 [in Book 1972 at Page 305 as Reception No. 304576](#).
15. Grant of Right of Way recorded September 30, 1968 [in Book 2256 at Page 64 as Reception No. 626268](#).
16. Inclusion in the Security Fire Protection District by instrument recorded October 23, 1986 [in Book 5258 at Page 1049 as Reception No. 1471832](#).
17. Annexation Agreement recorded September 23, 1988 [in Book 5557 at Page 405 as Reception No. 1749337](#).
18. Agreement between Widefield Water and Sanitation District and JHW Investment Company recorded May 6, 1997 [as Reception No. 097051183](#).
19. Right of Way and easement to Colorado Interstate Gas Company as contained in instrument recorded June 7, 2002 at [Reception No. 202092771](#), and subject to the terms and conditions contained therein.
20. The effects of Order and Decree Organizing the Glen Metropolitan District No. 2 and Issuance of Certificates of Election recorded June 24, 2004 [as Reception No. 204105070](#).
21. The effects of Order and Decree Organizing the Glen Metropolitan District No. 3 and issuance of Certificate of Election recorded June 24, 2004 [as Reception No. 204105072](#).
22. Pre-Annexation Agreement recorded September 3, 2004 [as Reception No. 204150530](#).
23. Resolution No. 04-482 recorded February 4, 2005 [as Reception No. 205017888](#).
24. All matters shown on the Subdivision Exemption Plat recorded March 7, 2005 [as Reception No. 205032403](#).
25. Water and Sanitary Sewer Easement Agreement recorded November 18, 2005 [as Reception No. 205185609](#), and re-recorded August 6, 2007 [as Reception No. 207103032](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded November 23, 2005 at [Reception No. 205187505](#) and rerecorded May 26, 2006 at [Reception No. 206077406](#).
27. Inclusion within the Security Fire Protection District as evidenced by Order recorded December 9, 2005 [as Reception No. 205196147](#).
28. Water and Sanitary Sewer Easement Agreement recorded August 6, 2007 [as Reception No. 207103032](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
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29. Service Plan recorded August 31, 2007 [as Reception No. 207114359](#).
30. Water Easement Agreement recorded June 12, 2008 [as Reception No. 208067692](#).
31. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded March 28, 2013 [as Reception No. 213040266](#), recorded November 20, 2014 as [Reception No. 214107071](#), and recorded March 4, 2015 as [Reception No. 215020223](#). Subject to Section 1.15 of the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Filings Nos. 6A, 6B & 6C recorded March 28, 2013 at [Reception No. 213040268](#) and any and all amendments and/or supplements thereto.
32. Slope and Access Easement recorded March 28, 2013 [as Reception No. 213040267](#).
33. Resolution No. 15-240 recorded June 18, 2015 [as Reception No. 215063403](#).
34. Resolution No. 15-250 recorded June 18, 2015 [as Reception No. 215063410](#).
35. Memorandum of Agreement recorded June 18, 2015 [as Reception No. 215063411](#).
36. Temporary Construction Easement Agreement recorded August 13, 2015 [as Reception No. 215087837](#).
37. Grant of Right of Way recorded December 7, 2015 [as Reception No. 215131214](#).
38. Resolution No. 16-141 recorded May 3, 2016 [as Reception No. 216047340](#).
39. Resolution No. 16-227 recorded June 29, 2016 [as Reception No. 216070954](#).
40. Declaration of Covenants, Conditions and Restrictions recorded August 1, 2016 [as Reception No. 216085646](#). First Amendment recorded March 15, 2019 [as Reception No. 219026578](#). Second Amendment recorded June 12, 2019 [as Reception No. 219064437](#).
41. Grant of Right of Way recorded March 15, 2017 [as Reception No. 217029962](#).
42. Order recorded August 28, 2017 [as Reception No. 217102864](#).
43. Grant of Right of Way recorded November 5, 2019 [as Reception No. 219138556](#).
44. Resolution No. 19-413 recorded November 12, 2019 [as Reception No. 219142177](#).
45. Order for Inclusion recorded April 29, 2020 [as Reception No. 220057791](#).
46. Resolution No. 20-204 recorded June 2, 2020 [as Reception No. 220075640](#).
47. Resolution No. 21-63 recorded February 24, 2021 [as Reception No. 221035855](#).
48. Resolution No. 21-290 recorded July 28, 2021 [as Reception No. 221142935](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
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STEWART TITLE GUARANTY COMPANY

49. Matters shown on the following plats insofar as they may affect subject property; Plat recorded March 24, 2005 in [Book 105 at Page 54](#), recorded February 22, 2017 in [Book 117 at Page 19](#), recorded September 4, 2018 in [Book 118 at Page 146](#), recorded June 12, 2020 in [Book 120 at Page 101](#), recorded January 7, 2022 in [Book 121 at Page 265](#), recorded January 7, 2022 in [Book 121 at Page 268](#).
50. Maintenance Agreement and Easement recorded December 17, 2021 [as Reception No. 221229312](#).
51. Resolution No. 22-65 Approving Final Plat for the Glen at Widefield Filing No. 11 recorded March 2, 2022 [as Reception No. 222030635](#).
52. Resolution No. 22-273 recorded November 2, 2022 [as Reception No. 222137221](#).
53. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or homeowners association or inclusion in any water service or street improvement area.

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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DISCLOSURES

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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 8-1-2, 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 Stewart Title Company dba Unified Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 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 Mechanic's 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.