



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABN55074355-4**

Date: **07/13/2021**

Property Address: **TRAILS FILING NO. 2, COLORADO SPRINGS, CO 80906**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0243 (Work)
(877) 334-2012 (Work Fax)
kdeherrera@ltgc.com
Contact License: CO463794
Company License: CO44565

Closers Assistant

Andrea Goller
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0244 (Work)
agoller@ltgc.com
Contact License: COCO416293
Company License: CO44565

For Title Assistance

Robert Hayes
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4136 (Work)
rohayes@ltgc.com

AVH LOT HOLDINGS, LLC
Attention: KEVIN HART
555 MIDDLE CREEK PARKWAY
SUITE 380
COLORADO SPRINGS, CO 80921
(719) 382-9433 (Work)
khart@asperviewhomes.net
Delivered via: Electronic Mail

COLA, LLC
Attention: TERRY SENGER
555 MIDDLE CREEK PARKWAY
COLORADO SPRINGS, CO 80921
tsenger@desertviewhomes.com
Delivered via: Electronic Mail

ASPEN VIEW HOMES, LLC
Attention: SANDRA HAZELTON
555 MIDDLE CREEK PARKWAY
SUITE 380
COLORADO SPRINGS, CO 80921
shazelton@asperviewhomes.net
Delivered via: Electronic Mail

QUILLING, SELANDER, LOWNDS, WINSLETT &
MOSER, P.C.
Attention: LESLIE D LINCOLN
2001 BRYAN STREET
SUITE 1800
Dallas, TX 75201
(214) 880-1841 (Work)
(214) 871-2111 (Work Fax)
lilncoln@qslwm.com
Delivered via: Electronic Mail

COLA, LLC
Attention: DOUGLAS A LITTLE
555 MIDDLE CREEK PARKWAY
COLORADO SPRINGS, CO 80921
(915) 591-6319 (Work)
dilittle@desertviewhomes.com
Delivered via: Electronic Mail

JAMES LENZ
(719) 238-2917 (Work)
jlenz@ridgeline-survey.com
Delivered via: Electronic Mail



**Land Title Guarantee Company
Estimate of Title Fees**

Order Number: **ABN55074355-4** Date: **07/13/2021**
Property Address: **TRAILS FILING NO. 2, COLORADO SPRINGS, CO 80906**
Parties: **TBD**
**COLA, LLC, A COLORADO LIMITED LIABILITY
COMPANY**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate	<u>TBD</u>
Tax Certificate 5500000412	\$26.00
	Total <u>TBD</u>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 08/08/2018 under reception no. 218091834](#)

[El Paso county recorded 08/08/2018 under reception no. 218091785](#)

Plat Map(s):

[El Paso county recorded 07/14/2020 under reception no. 714541 at book 120 page 119](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABN55074355-4

Property Address:

TRAILS FILING NO. 2, COLORADO SPRINGS, CO 80906

1. Effective Date:

07/06/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Builder/Developer Rate

TBD

Proposed Insured:

TBD

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

COLA, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PRELIMINARY DESCRIPTION OF A SUBDIVISION TO BE KNOWN AS SHOWN BELOW UPON COMPLIANCE WITH REQUIREMENTS TO RECORD PLAT IN EL PASO COUNTY.

ALL LOTS AND TRACTS IN THE TRAILS AT ASPEN RIDGE FILING NO. 2 COUNTY OF EL PASO STATE OF COLORADO

BEING A PORTION OF TRACT Q AND TRACT R, THE TRAILS AT ASPEN RIDGE FILING NO.1, RECORDED ON JULY 14, 2020 AT RECEPTION NO.220714541 MAP 120, PAGE 119 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDERS OFFICE, LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT R:

THENCE N00°19'32"W ON THE EAST LINE OF SAID TRACT R AND THE NORTH-SOUTH ¼ LINE OF SAID SECTION 9, A DISTANCE OF 720.01 FEET:

THENCE N90°00'00"W A DISTANCE OF 125.32 FEET:

THENCE S00°20'48"E A DISTANCE OF 8.05 FEET:

THENCE S89°43'09"W A DISTANCE OF 392.84 FEET:

THENCE S89°42'17"W A DISTANCE OF 145.00 FEET:

THENCE S65°10'53"W A DISTANCE OF 31.10 FEET:

THENCE S74°19'52"W A DISTANCE OF 230.00 FEET:

THENCE S15°39'12"E A DISTANCE OF 38.94 FEET:

THENCE S74°20'48"W A DISTANCE OF 30.00 FEET:

THENCE S15°39'12"E A DISTANCE OF 10.27 FEET:

THENCE S36°45'01"W A DISTANCE OF 18.89 FEET:

THENCE S69°45'39"W A DISTANCE OF 70.14 FEET:

ALTA COMMITMENT

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Schedule A

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THENCE N63°05'16"W A DISTANCE OF 34.10 FEET;
THENCE S74°20'48"W A DISTANCE OF 50.00 FEET;
THENCE S15°39'12"E A DISTANCE OF 4.01 FEET;
THENCE S26°44'49"W A DISTANCE OF 36.65 FEET;
THENCE S69°45'39"W A DISTANCE OF 70.08 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT R
AND A NON TANGENT CURVE TO THE LEFT;

THE FOLLOWING TWO (2) COURSES ARE ON SAID SOUTHWESTERLY LINE OF TRACT R:

THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 690.00 FEET, A DELTA ANGLE OF
72°18'38", AN ARC LENGTH OF 870.82 FEET, WHOSE LONG CHORD BEARS S53°50'41"E A DISTANCE OF
814.17 FEET;
THENCE N90°00'00"E A DISTANCE OF 511.94 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 691,935 SQUARE FEET OR 15.885 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL B:

BEGINNING AT THE NORTHWEST CORNER OF LOT 112, THE TRAILS AT ASPEN RIDGE FILING NO.1,
RECORDED JULY 14, 2020 under reception no. 714541 at book 120 page 119 OF THE EL PASO COUNTY
CLERK AND RECORDERS OFFICE:

THENCE N04°26'30"W A DISTANCE OF 59.05 FEET;
THENCE N06°35'57"W A DISTANCE OF 59.08 FEET;
THENCE N10°32'24"W A DISTANCE OF 62.84 FEET;
THENCE N13°32'57"W A DISTANCE OF 105.53 FEET;
THENCE N01°20'02"W A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE TO THE LEFT;
THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 770.00 FEET, A DELTA ANGLE OF
23°18'31", AN ARC LENGTH OF 313.25 FEET, WHOSE LONG CHORD BEARS S77°00'42"W A DISTANCE
OF 311.09 FEET;
THENCE N30°23'41"W A DISTANCE OF 384.82 FEET;
THENCE N59°29'13"E A DISTANCE OF 205.65 FEET TO A POINT OF CURVE TO THE RIGHT;
THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,175.00 FEET, A DELTA ANGLE OF
10°16'27", AN ARC LENGTH OF 210.70 FEET, WHOSE LONG CHORD BEARS N64°37'26"E A DISTANCE OF
210.42 FEET;
THENCE N69°45'39"E A DISTANCE OF 66.32 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT Q
AND A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING ELEVEN (11) COURSES ARE ON SAID TRACT Q BOUNDARY LINE:

THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 810.00 FEET, A DELTA ANGLE OF
53°33'59", AN ARC LENGTH OF 757.28 FEET, WHOSE LONG CHORD BEARS S48°23'17"E A DISTANCE OF
730.00 FEET;
THENCE S30°26'45"E A DISTANCE OF 5.46 FEET;
THENCE S12°47'44"W A DISTANCE OF 76.26 FEET;
THENCE S58°58'10"W A DISTANCE OF 34.65 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 915.00 FEET, A DELTA ANGLE OF
00°05'28", AN ARC LENGTH OF 1.45 FEET, WHOSE LONG CHORD BEARS N74°03'17"W A DISTANCE OF

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Old Republic National Title Insurance Company

Schedule A

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1.45 FEET:

THENCE S15°57'58"W A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 965.00 FEET, A DELTA ANGLE OF
06°15'47", AN ARC LENGTH OF 105.48 FEET, WHOSE LONG CHORD BEARS N70°52'45"W A DISTANCE
OF 105.43 FEET;

THENCE S00°00'00"W A DISTANCE OF 214.59 FEET;

THENCE S88°42'27"W A DISTANCE OF 110.10 FEET;

THENCE N01°25'38"W A DISTANCE OF 4.78 FEET;

THENCE S88°27'00"W A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

NOTE: THIS PARCEL IS TO BE PLATTED AS THE TRAILS FILING NO. 2

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABN55074355-4

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF DISTRICT COURT, EL PASO COUNTY, COLORADO COURT OF JUDGMENT IN FAVOR OF JASON ERVIN AGAINST ASPEN VIEW HOMES LLC DBA HORIZON VIEW IN THE AMOUNT OF \$158,326.00 PLUS COURT COSTS ENTERED ON OCTOBER 05, 2018, TRANSCRIPT OF WHICH WAS RECORDED NOVEMBER 20, 2018, UNDER RECEPTION NO. 218134905, CIVIL ACTION NO. 2018CV31553, DISTRICT COURT, EL PASO COUNTY, COLORADO COURT IN AND FOR THE COUNTY OF EL PASO OR EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY THAT ASPEN VIEW HOMES LLC DBA HORIZON VIEW SHOWN IN THIS JUDGMENT IS NOT THE SAME ENTITY AS ASPEN VIEW HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY.
3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR COLA, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

4. (THIS ITEM WAS INTENTIONALLY DELETED)
5. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR AVH LOT HOLDINGS, LLC RECORDED MAY 23, 2018 AT RECEPTION NO. 218058479 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RANDALL S. O'LEARY ALSO KNOWN AS RANDAL S. O'LEARY, CEO/PRESIDENT, PAT WOODS, SENIOR VICE PRESIDENT, DOUGLAS LITTLE, CFO/SECRETARY/TREASURER OR KEVIN HART, AUTHORIZED REPRESENTATIVE AS THE PERSONS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

NOTE: THE WRITTEN CONSENT OF SOLE MEMBER TO THE OPERATING AGREEMENT FOR AVH LOT HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES THE CEO/PRESIDENT, THE SENIOR VICE PRESIDENT, THE CFO/SECRETARY/TREASURER AND THE ASSISTANT VICE PRESIDENT AS PERSONS THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR ASPEN VIEW HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

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Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABN55074355-4

All of the following Requirements must be met:

7. (THIS ITEM WAS INTENTIONALLY DELETED)
8. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

9. LEGALLY SUFFICIENT, DULY EXECUTED AND PROPERTY ACKNOWLEDGED PLAT OF _____ SUFFICIENT TO CREATE THE PROPERTY TO BE INSURED HEREUNDER.

NOTE: THE COMPANY RESERVES THE RIGHT TO AMEND THE DESCRIPTION CONTAINED HEREIN AND TO MAKE SUCH FURTHER REQUIREMENTS AND/OR EXCEPTIONS IT DEEMS APPROPRIATE UPON FINDING SAID PLAT OF RECORD.

10. WARRANTY DEED FROM COLA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO TBD CONVEYING SUBJECT PROPERTY.

NOTE: THE STATEMENT OF AUTHORITY FOR COLA, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES RANDALL S. O'LEARY, AKA RANDAL S. O'LEARY, CHIEF EXECUTIVE OFFICER/PRESIDENT OR PATRICK WOODS, SENIOR VICE PRESIDENT OR DOUGLAS LITTLE, CHIEF FINANCIAL OFFICER/SECRETARY/TREASURER OR KEVIN HART, AUTHORIZED AGENT AS AUTHORIZED SIGNORS TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

11. RELEASE OF DEED OF TRUST DATED FEBRUARY 22, 2019 FROM COLA, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF TEXAS CAPITAL BANK, NATIONAL ASSOCIATION TO SECURE THE SUM OF \$14,379,496.00 RECORDED FEBRUARY 26, 2019, UNDER RECEPTION NO. 219020168.

ASSIGNMENT OF REIMBURSEMENT CONTRACT AND PROCEEDS RECORDED FEBRUARY 26, 2019 UNDER RECEPTION NO. 219020169.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING. REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

C. UPON PROOF OF PAYMENT OF 2018 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABN55074355-4

All of the following Requirements must be met:

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABN55074355-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. 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.**
- 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATER OF ANY CREEK THAT COURSES THROUGH THE SUBJECT PROPERTY, WITHOUT DIMINUTION.**
- 9. EXISTING LEASES AND TENANCIES, IF ANY.**
- 10. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF SUBJECT PROPERTY ADJACENT TO SECTION LINES BY REASON OF A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS RECORDED OCTOBER 3, 1887 IN BOOK A AT PAGE 78 AND JUNE 20, 1917, IN BOOK 571 AT PAGE 55 WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.**
- 11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 19, 1883 IN BOOK 57 AT PAGES 5 AND 6; JULY 20, 1886 IN BOOK 72 AT PAGE 71; APRIL 28, 1888 IN BOOK 72 AT PAGE 247; AND OCTOBER 28, 1919 IN BOOK 54 AT PAGE 101.**

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABN55074355-4

12. RIGHT OF WAY EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION PURPOSES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 04, 1958, IN BOOK 1714 AT PAGE 539.
13. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE 310 AND RECORDED NOVEMBER 30, 1978, IN BOOK 3114 AT PAGE 311.
14. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE 812.
15. EASEMENT GRANTED TO WYCO PIPE LINE COMPANY, FOR PIPELINE TRANSPORTING OIL, HYDROCARBONS, GAS, WATER AND ANY OTHER SUBSTANCES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 28, 1986, IN BOOK 5119 AT PAGE 410. SAID RIGHT OF WAY WAS ASSIGNED TO THE KANEB PIPELINE OPERATING PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED FEBRUARY 27, 1995 IN BOOK 6608 AT PAGE 1373 AND FURTHER ASSIGNED TO ROCKY MOUNTAIN PIPELINE PARTNERSHIP L.P., A DELAWARE A LIMITED PARTNERSHIP BY THE INSTRUMENT RECORDED OCTOBER 12, 2005 AT RECEPTION NO. 205161563 AND FURTHER ASSIGNED TO PPRPL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THE INSTRUMENT RECORDED DECEMBER 2, 2013 UNDER RECEPTION NO. 213144183.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, AND OBLIGATIONS AS SET FORTH IN FINDINGS AND DECREE IN THE MATTER OF THE FORMATION OF THE WATERVIEW II METROPOLITAN DISTRICT, RECORDED APRIL 24, 2008 UNDER RECEPTION NO. 208046728 AND RECORDED JUNE 9, 2017 UNDER RECEPTION NO. 217066836. RESOLUTION NO. 06-308 APPROVING THE TITLE 32 WATERVIEW II METROPOLITAN DISTRICT SERVICE PLAN, -CYGNET LAND, LLC (ID-06-002) IN CONNECTION THEREWITH RECORDED OCTOBER 05, 2006, UNDER RECEPTION NO. 206147887.
17. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 14-405 REGARDING WATERVIEW SKETCH PLAN AMENDMENT (SKP-13-001) RECORDED OCTOBER 29, 2014 AT RECEPTION NO. 214099213.
18. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SECURITY FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 29, 2017, UNDER RECEPTION NO. 217076365.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AND SERVICE AGREEMENT BETWEEN WIDFIELD WATER AND SANITATION DISTRICT AND RANKIN HOLDINGS, L.P., A COLORADO LIMITED PARTNERSHIP, THE EUGENIA M. & BASIL E. BLUME TRUST, AND JUDY R. TIMM, AN INDIVIDUAL, (CYGNET LAND) RECORDED FEBRUARY 22, 2018 UNDER RECEPTION NO. 218020393.
20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTIONS REGARDING ZONING, NO. 18-209 AND 18-210 RECORDED MAY 22, 2018 UNDER RECEPTION NOS. 218058345 AND 218058346 AND NO. 18-425 RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. 218131756.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 19-49 RECORDED FEBRUARY 13, 2019 UNDER RECEPTION NO. 219015416.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABN55074355-4

22. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF _____ RECORDED _____ UNDER RECEPTION NO. _____.
23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JUNE 23, 2020 UNDER RECEPTION NO. 22087532 AND RECORDED FEBRUARY 10, 2021 UNDER RECEPTION O. 22127220.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND ROW AGREEMENT RECORDED SEPTEMBER 11, 2019 UNDER RECEPTION NO. 219109496.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION FOR : COLO CENTRE METROPOLITAN DIST RECORDED NOVEMBER 18, 2019 UNDER RECEPTION NO. 219144853 AND RECORDED DECEMBER 3, 2019 UNDER RECEPTION NO. 219151454.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 19-444 RECORDED DECEMBER 10, 2019 UNDER RECEPTION NO. 219156068 AND RESOLUTION NO. 20-130 RECORDED MARCH 27, 2020 UNDER RECEPTION NO. 22049053.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENT AGREEMENT RECORDED JULY 14, 2020 UNDER RECEPTION NO. 220101444.
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AND COST DISBURSEMENT AGREEMENT WITH LIEN FOR TRAILS AT ASPEN RIDGE RECORDED MAY 26, 2021 UNDER RECEPTION NO. 221103263.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires that 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company 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 Lenders 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), 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.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance 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, Old Republic National Title Insurance Company, a Minnesota 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 Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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, 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; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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