

Receipt for Fees Paid

Planning and Community Development Department

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

Date 10/11/24

Receipt No. 524607

Processed by KH

Customer: Classic Homes

A Division of Elite Properties Inc. 2138 Flying Horse Club Drive Colorado Springs, CO 80921

Check No. 2847

Payment Method Check

Item	Description	Prefix	Туре	Rate	Qty	Amount
K31 K32	Mylar Pages (1st page) Mylar (each additional) Drainage Fees, Basin= Sand Creek - Paid via credits			13.00 10.00 52,966.76		13.00 20.00 0.00
K04 K02	Bridge Fees, Basin = Sand Creek - Paid via credits			20,110.60		0.00
K10	School Fees, School District= 49	1		2,400.00		2,400.00
K06	Regional Area = 2			5,050.00		5,050.00
K43	SIA Subdivision Improvement Agreement (1st page)			0.00		0.00
K44	SIA Subdivision Improvement Agreement (each additional page)			0.00		0.00
K29	Miscellaneous Documents (1st page) License Agreement			0.00 0.00		0.00 0.00
K30	Miscellaneous Documents (each additional) License Agreement			0.00	"	0.00
2	PROJECT NAME: Retreat at TimberRidge Fil No 4 SF-18-027 CUSTOMER NAME: Classic Homes					
1	COSTOWER MAIVIE. Classic Homes					
			1			

Total

Core Title Group LLC 101 S. Sahwatch Street, Suite 212 Colorado Springs, CO 80903

Phone: 719-219-8500 Fax: 719-425-2725

Transmittal Information

Date:

10/07/2024

File No:

2996COR

Property Address

Arroya Lane, Colorado Springs, CO

Buyer\Borrower

TIMBERRIDGE DEVELOPMENT GROUP, LLC, a

SF1827

Colorado limited liability company

Classic SRJ Land, LLC, a Colorado limited liability

company

Seller

For changes and updates please contact your Escrow officer(s):

Escrow Officer:

Not Applicable

Core Title Group LLC

101 S. Sahwatch Street, Suite 212

Colorado Springs, CO 80903

Phone: 719-219-8500

Lauren Hector

Seller:

Core Title Group LLC

101 S. Sahwatch Street, Suite 212

Colorado Springs, CO 80903

Phone: 719-219-8500

E-Mail: Processor:

E-Mail: LPlank@coretitlegrouplic.com

Copies Sent to:

Buyer:

TIMBERRIDGE DEVELOPMENT GROUP, LLC, a

Colorado limited liability company 2138 Flying Horse Club Drive Colorado Springs, CO 80921

Classic SRJ Land, LLC, a Colorado limited liability

company

2138 Flying Horse Club Drive Colorado Springs, CO 80921

Buyer's Agent:

Buyer's Attorney:

Classic Homes

2138 Flying Horse Club Drive

Colorado Springs, CO 80921

Phone: 719-785-3227 Fax:

Email: nlenz@classichomes.com

Classic Homes

2138 Flying Horse Club Drive

Colorado Springs, CO 80921

Phone: 719-785-3227 Fax:

Email: nlenz@classichomes.com

Seller's Agent:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax: Attn: Email: Phone: Fax: Attn: Email:

Additional Contacts

Misc

CORE Commercial

Email: commercial@coretitlegroupllc.com

Thank you for using Core Title Group 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.

Core Title Group LLC

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903 Phone: 719-219-8500 Fax: 719-425-2725

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 Realton, 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 FOR TITLE INSURANCE issued by WESTCOR LAND TITLE INSURANCE COMPANY (ALTA Adopted 07-01-2021)

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, Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

Core Title Group LLC

101 S. Sahwatch Street, Suite 212 Colorado Springs, CO 80903 Phone: 719-219-8500 WESTCOR LAND TITLE INSURANCE COMPANY



Mary O'Donnell - President

mant.

Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; 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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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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a 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 is not liable for any other amendment to this Commitment.

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AMERICAN IAND TITLE ASSECUTION

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.

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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.

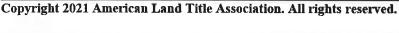
10. CLASS ACTION

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.

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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.

- 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.
- 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.

SCHEDULE A

- 1. Commitment Date: September 30, 2024, at 7:30 am
- 2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured: CASH

Proposed Policy Amount:

Informational End	\$ 250.00
Tax Certificate	\$ 50.00
Total:	\$ 300.00

- 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:
 TIMBERRIDGE DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY and
 CLASSIC SRJ LAND LLC, A COLORADO LIMITED LIABILITY COMPANY
- 5. The Land is described as follows: SEE ATTACHED EXHIBIT "A" For Informational Purposes Only: Arroya Lane, Colorado Springs, CO Arroya Lane, Colorado Springs, CO

APN: 5222000023 et. al

Countersigned
Core Title Group LLC

Lawrence Gerton

LJJ.

Lauren Hector

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File No.: 2996COR

EXHIBIT A

The Land is described as follows:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN., EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WEST END BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "OLIVER E. WATTS, DO NOT DISTURB, E. 1/16, S21, S28, 2010, SURVEY MARK, PE-LS 9853: FOUND FLUSH WITH GROUND AND MONUMENTED ON THE EAST END BY A NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "T12S 65W, S21, S22, S28 S27, 2006, PLS 10376" FOUND 0.6 FEET BELOW GROUND, AND IS DETERMINED BY GPS OBSERVATION TO BEAR NORTH 89 DEGREES 40 MINUTES 23 SECONDS EAST A DISTANCE 1313.53 FEET.

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 21;

NORTH 00 DEGREES 19 MINUTES 37 SECONDS WEST, TO A POINT 40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, A DISTANCE OF 40.00 FEET;

THENCE NORTH 88 DEGREES 38 MINUTES 37 SECONDS EAST ON SAID PARALLEL LINE, A DISTANCE OF 477.61 FEET TO THE SOUTHWEST CORNER OF A DOCUMENT RECORDED FEBRUARY 27, 2018 UNDER RECEPTION NO. 218022138 IN THE RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING:

THENCE ALONG SAID EASTERLY AND NORTHERLY BOUNDARY LINE THE FOLLOWING (5) COURSES;

- 1) THENCE NORTH 47 DEGREES 35 MINUTES 42 SECONDS EAST, A DISTANCE OF 44.33 FEET;
- 2) THENCE NORTH 36 DEGREES 59 MINUTES 01 SECONDS EAST, A DISTANCE OF 517.38 FEET;
- 3) THENCE NORTH 56 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 489.24 FEET;
- 4) THENCE NORTH 38 DEGREES 17 MINUTES 19 SECONDS EAST, A DISTANCE OF 182.67 FEET;

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5) THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS EAST, TO A POINT 30 FEET EAST AND PARALLEL TO THE EAT LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1,283.66 FEET;

THENCE SOUTH 00 DEGREES 18 MINUTES 04 SECONDS EAST, ON SAID PARALLEL LINE TO A POINT OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, A DISTANCE OF 852.14 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 37 SECONDS WEST, ON SAID SOUTH LINE OF SAID SECTION 22, TO A POINT ON THE EASTERLY BOUNDARY OF THE RETREAT AT TIMBERRIDGE FILING NO. 3 RECORDED OCTOBER 01, 2024 UNDER RECEPTION NO. 224715418 IN THE RECORDS OF EL PASO COUNTY, COLORADO A DISTANCE OF 1,300.52 FEET;

THENCE EASTERLY AND NORTHERLY ALONG SAID BOUNDARY LINE OF THE FOLLOWING TWO (2) COURSES:

- 1) THENCE NORTH 00 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.00 FEET;
- 2) THENCE SOUTH 88 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 852.90 FEET TO THE POINT OF BEGINNING.

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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.
- 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. This report is for informational purposes only, no policy will be issued.

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:

Deed recorded May 20, 2022 as Reception No. 222070955.

Deed recorded November 27, 2019 as Reception No. 219150438.

Deed recorded December 22, 2021 as Reception No. 221232399.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the

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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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SCHEDULE B, PART II - 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. 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. Terms, agreements, provisions, conditions, obligations and easements as conained in Easement as set forth in Stipulation recorded August 30, 1985 in Book 5054 at Page 1178.
- Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Black Forest Fire/Rescue Protection District as disclosed by Decree recorded August 21, 1975 in Book 2772 at Page 121, Order recorded July 28, 1980 in Book 3333 at Page 799 and Notice recorded December 17, 2001 at

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Reception No. 201185017.

- 11. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in Book 3673 at Page 903.
- 12. The effect of Notice Concerning Underground Facilities for Mountain View Electric Association, Inc. recorded May 08, 1983 in Book 3718 at Page 812.
- Terms, agreements, provisions, conditions, obligations and easements as contained and granted in Permanent Easement Agreement recorded January 27, 2014 at Reception No. 214006503.
- 14. Reservation by Kay Juanita McGinnis and Joan Charleen Cornell and Rita Ann O'Dell and Charles L. O'Dell in Deed recorded November 15, 2016 at Reception No. 216132317 of any and all rights to any and all oil, gas and other minerals under said lands together with the right of surface entry.
- 15. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-123 regarding Approval of The Retreat at TimberRidge Map Amendment (Rezoning) and PUD Development Plan (PUD-17-003) recorded March 29, 2018 at Reception No. 218035255.
- 16. Terms, agreements, provisions, conditions and obligations as contained in Seconds Amended Findings of Fact, Conclusions of Law, Judgment and Decree Case No. 16CW3095 recorded April 06, 2018 at Reception No. 218038961. Special Warranty Deed purporting to convey water rights in connection therewith recorded November 27, 2019 at Reception No. 219150439.
- 17. Terms, agreements, provisions, conditions and obligations as contained in Retreat at TimberRidge PUD Development Plan recorded April 11, 2018 at Reception No. 218040692.
- 18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-397 Approving Preliminary Plan Request for The Retreat at TimberRidge (SP-18-002) recorded October 24, 2018 at Reception No. 218123674.
- 19. Terms, agreements, provisions, conditions and obligations as contained in Intergovernmental Agreement Water and Wastewater Service The Retreat recorded December 4, 2020 at Reception No. 220197930
- 20. Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Retreat Metropolitan District No. 1 as disclosed by Order and Decree to create District recorded June 23, 2020 at Reception No. 220087614, and Corrected Findings, Order and Decree to Create District recorded August 3, 2020 at Reception No. 220114578 and Orders for Exclusion June 21, 2021 at Reception Nos. 221119288 and 221119293. Resolution No. 19-359 Approving the Service Plan for The Retreat Metropolitan

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District Nos. 1 and 2 (ID-17-002) recorded September 25, 2019 at Reception No. 219117055. General Disclosure and Common Questions Regarding The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection therewith recorded March 02, 2021 at Reception No. 221040860. Special District Disclosure and Map of Boundaries Pursuant to Section 32-1-104.8, C.R.S. The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado in connection therewith recorded December 31, 2019 at Reception No. 219166057 and March 02, 2021 at Reception No. 221040882. Resolution of the Boards of Directors of The Retreat Metropolitan District Nos. 1-2, El Paso County, Colorado, adopting District Fees recorded March 16, 2022 at Reception No. 222037429. Notice Concerning the Imposition of Fees, Rates, Tolls, Charges, and Penalties by The Retreat Metropolitan District Nos. 1 & 2 recorded September 11, 2023 at Reception No. 223076877. Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded September 18, 2024 at Reception No. 224073557.

Terms, agreements, provisions, conditions and obligations as contained in Right of Way Easement recorded April 6, 2022 at Reception No. 222048292. Memorandum to all Interested Parties recorded April 21, 2022 at Reception No. 222056044.

- Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Falcon Area Water and Wastewater Authority as evidenced by Notice Concerning the Imposition of Fees, Rates, Tolls, Charges, and Penalties by Falcon Area Water and Wastewater Authority recorded September 11, 2023 at Recepton No. 223076840. Findings of Fact, Conclusions of Law, Ruling of Referee and Decree recorded June 3, 2024 at Reception No. 224041438
- 22. The effect, if any, of 60 Foot Access Easement Legal Description and Exhibit Map recorded October 27, 2020 at Reception No. 220172048.
- Those covenants, conditions, terms, obligations, easements and restrictions which are a burden to subject property described in Schedule A hereunder, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Retreat At TimberRidge recorded October 30, 2020 at Reception No. 220174542 and rerecorded January 25, 2021 at Reception No. 221014020.

NOTE: Said Declaration does not currently affect the subject premises however it is part of the Expansion Property set forth on Exhibit B therein.

24. 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 Sand Creek.

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- Any rights, interests, or claims which may exist or arise by reason of the following matters shown on the Improvement Location Certificate dated March 09, 2022, prepared by Douglas P. Reinelt, PLS 30118 for and on behalf of Classic Consulting, as Job No. 1185.95:
 - A. Existing fences on or near the perimeter of the subject premises do not coincide with all of the surveyed.
 - B. Existing Access Road over a Westerly portion of the subject premises.
- Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the El Paso County Improvement District No. 3 Retreat at Timberridge Filing No. 4 recorded June 11, 2024 at Reception No. 224044111.

Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 24-272 Approval of Final Plat Retreat at Timberridge Filing No. 4 recorded July 26, 2024 at Reception No. 224057517.

27.	Notes, easements and restrictions	as shown on the plat of Retreat at Timberridge Filing	No. 4	recorded
	at Reception No	. TO BE RECORDED		

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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Core Title Group LLC Disclosures

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

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

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

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

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

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

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

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

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

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

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

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

Who is Covered

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

Information Collected

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

Access to Information

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

Information Sharing

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

Information Security

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

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

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.

This anti-fraud statement is affixed to and made a part of this policy.



Metropolitan District #3 121 South Tejon Street, Suite 1100 Colorado Springs, CO 80903

October 1, 2024

Kari Parsons EPC Planning & Community Development 2880 International Cir Ste 110 Colorado Springs, CO 80910

Kari,

I hereby authorize Classic Homes to use \$52,966.76 in drainage fee credits and \$20,110.60 in bridge fee credits to offset drainage and bridge fees in the recordation of the plat for The Retreat at TimberRidge Filing No. 4.

Please contact me with any questions.

Regards,

Koren Moreland Board Member

Sterling Ranch Metropolitan District #3

Doug Stimple

Board Member

Sterling Ranch Metropolitan District #3

L.2015.



Certificate of Taxes Due **EL PASO COUNTY TREASURER EL PASO COUNTY, CO**

Account #: Parcel #:

Owner:

R5222000023

5222000023

TIMBERRIDGE DEVELOPMENT GROUP LLC 2138 FLYING HORSE CLUB DR COLORADO SPRINGS, CO 80921

Cert #:

26853

Requestor:

CORE TITLE GROUP LLC

Requestor #:

Email:

Amount due is valid at issuance date only.

Property Address: 0 ARROYA LN, COLORADO SPRINGS, 80908

Comments:

2996COR

Legal Description: Full Legal Description is appended on subsequent page(s).

ORIGINAL TAX BILLING FOR 2023 TAX DIS	TRICT SBW		Values	Actual	Assessed
Authority	Levy	Tax	Agricultural Land	\$1,978.00	\$520.00
BLACK FOREST FIRE PROTECTION DISTRICT	0.014951	\$7.77	TOTAL	\$1,978.00	\$520.00
EL PASO COUNTY	0.006862	\$3.57			
EL PASO COUNTY SCHOOL DISTRICT #49	0.045577	\$23.70			
EPC ROAD & BRIDGE (UNSHARED)	0.00033	\$0.17			
PIKES PEAK LIBRARY DISTRICT	0.003061	\$1.59			
THE RETREAT METRO DISTRICT #1	0.055095	\$28.66			
TAXES FOR 2023	0.125876	\$65.46			

^{*} Credit Levy

TAX YEAR CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2023 Tax Bill	\$65.46	\$0.00	\$0.00	\$65.46
TOTAL DUE	\$65.46	\$0.00	\$0.00	\$65.46
EXEMPTION (APPLIED)				\$0.00
PAID				\$65.46
TOTAL LIABILITY valid through September 30, 2024:				\$0.00

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 9/27/2024.



Charles Broeman, Treasurer

BY: Chale D Broerma



Certificate of Taxes Due

EL PASO COUNTY TREASURER

EL PASO COUNTY, CO

Account #:

R5222000023

Parcel #:

5222000023

Cert #: 26853

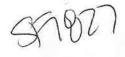
Property Address: 0 ARROYA LN, COLORADO SPRINGS, 80908

Legal Description: TR IN SW4 SEC 22-12-65 DESC AS FOLS: BEG SE4 COR SW4, TH N 00<18'04" W 852.14 FT, S 89<41'56" W 1283.66 FT, S 38<17'19" W 182.67 FT, S 56<32'31" W 489.24 FT, S 36<59'01" W 517.38 FT, S 47<35'42" W 105.23 FT, TH RUN ELY 2180.0 FT M/L TO POB



Certificate of Taxes Due

EL PASO COUNTY TREASURER EL PASO COUNTY, CO



Account #:

R5227000007

Parcel #:

5227000007

Owner:

CLASSIC SRJ LAND LLC 2138 FLYING HORSE CLUB DR COLORADO SPRINGS, CO 80921 Cert #:

26854

Requestor: CORE TITLE GROUP LLC

Requestor #:

Email:

Amount due is valid at issuance date only.

Property Address: 0 ARROYA LN, COLORADO SPRINGS, 80908

Comments:

2996COR

ORIGINAL TAX BILLING FOR 2023 TAX DISTRICT SCD			Values	Actual	Assessed
Authority	Levy	Tax	Vacant Land	\$17,000.00	\$4,740.00
BLACK FOREST FIRE PROTECTION DISTRICT	0.014951	\$70.87	TOTAL	\$17,000.00	\$4,740.00
EL PASO COUNTY	0.006862	\$32.53			
EL PASO COUNTY SCHOOL DISTRICT #49	0.045577	\$216.03			
EPC ROAD & BRIDGE (UNSHARED)	0.00033	\$1.56			
PIKES PEAK LIBRARY DISTRICT	0.003061	\$14.51			
TAXES FOR 2023	0.070781	\$335.50			

Credit Levy

TAX YEAR CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2023 Tax Bill	\$335.50	\$0.00	\$0.00	\$335.50
TOTAL DUE	\$335.50	\$0.00	\$0.00	\$335.50
EXEMPTION (APPLIED)				\$0.00
PAID				\$335.50
TOTAL LIABILITY valid through September 30, 2024:				\$0.00

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 9/27/2024.



Charles Broerman, Treasurer

BY: Chale D Broerma



Certificate of Taxes Due

EL PASO COUNTY TREASURER EL PASO COUNTY, CO

Account #:

R5227000007

Parcel #:

5227000007

Cert #: 26854

Property Address: 0 ARROYA LN, COLORADO SPRINGS, 80908

Legal Description: A TR OF LAND IN THE NE4NW4 OF SEC 27-12-65 DESC AS FOLS COM AT NW COR OF SD SEC 27, TH N88<38'53"E ON THE N LN OF SEC 27 1330.89 FT TO POB,SD PT BEING THE NW COR OF THE NE4NW4 OF SD SEC 27, N88<38'53"E ON SD N L OF NE4NW 4

210.00 FT, S01<21'07"E 211.63 FT, S89<05'30"W 211.63 FT TO THE W LN OF THE NE4NW4 OF SD SEC 27, N00<54'30"W ON SD W LN

OF THE NE4NW4 210.00 FT FOR POB, EX THAT PT CONV BY REC #221232468