

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 52270-00-001

2021 TAXES PAYABLE 2022

Owner Per Tax Record: TIMBERRIDGE DEVELOPMENT GROUP LLC

Property Type: Real Estate
Property Location: ARROYA LN
Property Description: NW4NW4 SEC 27-12-65 TOG WITH EASEMENT & R/W OVER
PRIVATE RD BY BK 5054-1178 ***NEW NUMBERS IN 2022
52272-00-004 DISTRICT SPLIT REC #221119288 - LEFTOVER
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:
** Outed **

Assessed Value		
Land	\$	143260
Improvement	\$	0
TOTAL	\$	143260

Tax District: SBT

	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007120	1020.01
EPC ROAD & BRIDGE (UNSHARED)	0.000330	47.28
EL PASO COUNTY SCHOOL NO 49	0.044111	6319.34
PIKES PEAK LIBRARY	0.003490	499.98
BLACK FOREST FIRE PROTECTION	0.014500	2077.27
THE RETREAT METROPOLITAN #2	0.050348	7212.85
El Paso County TABOR Refund	0.000000	-108.02
TOTAL	0.119899	17068.71

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2021 taxes:

0.00

Amount due valid through AUGUST 31st, 2022 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 17th day of AUGUST A.D. 2022

Issued to: elpasoco\calcapstone

Capstone Title

Mark Lowderman
Treasurer, El Paso County

Arrova

By: 

Fee for issuing this certificate \$10.00

20220817 58806

Supplemental Information

Schedule (Account) No: 52270-00-001

Date of Issue: 17th day of AUGUST A.D. 2022

Full Property Description:

52272-00-005 ***

Alerts:

Owners:

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 52272-00-001

2021 TAXES PAYABLE 2022

Owner Per Tax Record: TIMBERRIDGE DEVELOPMENT GROUP LLC

Property Type: Real Estate
Property Location: VOLLMER RD
Property Description: SW4NW4 SEC 27-12-65 EX THAT PT PLATTED TO RETREAT AT
TIMBERRIDGE FIL NO 1 ***NEW NUMBERS IN 2022
52272-00-002 DISTRICT SPLIT REC #222057756 &
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

** Outed **

Assessed Value

Land	\$	122060
Improvement	\$	0
TOTAL	\$	122060

Tax District: SBT

EL PASO COUNTY	Tax Rate	Tax Amount
EPC ROAD & BRIDGE (UNSHARED)	0.007120	869.07
EL PASO COUNTY SCHOOL NO 49	0.000330	40.28
PIKES PEAK LIBRARY	0.044111	5384.19
BLACK FOREST FIRE PROTECTION	0.003490	425.99
THE RETREAT METROPOLITAN #2	0.014500	1769.87
El Paso County TABOR Refund	0.050348	6145.48
	0.000000	-92.03
TOTAL	0.119899	14542.85

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2021 taxes:

0.00

Amount due valid through AUGUST 31st, 2022 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 17th day of AUGUST A.D. 2022

Issued to: elpasoco\calcapstone

Capstone Title

Mark Lowderman
Treasurer, El Paso County

Vollmer

Fee for issuing this certificate \$10.00

20220817 58894

By: 

Supplemental Information

Schedule (Account) No: 52272-00-001

Date of Issue: 17th day of AUGUST A.D. 2022

Full Property Description:

52272-00-004 REC #221119288 - LEFTOVER 52272-00-005 ***

Alerts:

Owners:

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 52273-00-001

2021 TAXES PAYABLE 2022

Owner Per Tax Record: TIMBERRIDGE DEVELOPMENT GROUP LLC

Property Type: Real Estate

Property Location: VOLLMER RD

Property Description: NW4SW4 SEC 27-12-65 EX THAT PT PLATTED TO RETREAT AT
TIMBERRIDGE FIL NO 1

Alerts:

Assessed Value

Land	\$	86630
Improvement	\$	0
TOTAL	\$	86630

Tax District: SBT

Tax Rate

Tax Amount

EL PASO COUNTY	0.007120	616.81
EPC ROAD & BRIDGE (UNSHARED)	0.000330	28.59
EL PASO COUNTY SCHOOL NO 49	0.044111	3821.34
PIKES PEAK LIBRARY	0.003490	302.34
BLACK FOREST FIRE PROTECTION	0.014500	1256.14
THE RETREAT METROPOLITAN #2	0.050348	4361.65
El Paso County TABOR Refund	0.000000	-65.32
TOTAL	0.119899	10321.55

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2021 taxes:

0.00

Amount due valid through AUGUST 31st, 2022 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 17th day of AUGUST A.D. 2022

Issued to: elpasoco\calcapstone
Vollmer

Capstone Title

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

20220817 58945

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 52280-00-032

2021 TAXES PAYABLE 2022

Owner Per Tax Record: TIMBERRIDGE DEVELOPMENT GROUP LLC

Property Type: Real Estate
Property Location: VOLLMER RD
Property Description: NE4NE4 SEC 28-12-65 EX 60.0 FT STRIPS TO COUNTY BY BK 2678-430, 431 & EX THAT PT CONV BY REC 216132370, EX THAT PT PLATTED TO TIMBERRIDGE WEST + RETREAT AT
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

Assessed Value

Land	\$	163560
Improvement	\$	0
TOTAL	\$	163560

Tax District: JC5

Tax Rate

Tax Amount

EL PASO COUNTY	0.007120	1164.55
EPC ROAD & BRIDGE (UNSHARED)	0.000330	53.97
ACADEMY SCHOOL NO 20 - GEN	0.039636	6482.86
ACADEMY SCHOOL NO 20 - BOND	0.016871	2759.42
PIKES PEAK LIBRARY	0.003490	570.82
BLACK FOREST FIRE PROTECTION	0.014500	2371.62
THE RETREAT METROPOLITAN #1	0.050348	8234.92
El Paso County TABOR Refund	0.000000	-123.32
TOTAL	0.132295	21514.84

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2021 taxes:

0.00

Amount due valid through SEPTEMBER 30th, 2022 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 26th day of AUGUST A.D. 2022

Issued to: elpasocolcapstone

Capstone Title

Mark Lowderman
Treasurer, El Paso County

By: 

Supplemental Information

Schedule (Account) No: 52280-00-032

Date of Issue: 26th day of AUGUST A.D. 2022

Full Property Description:

TIMBERRIDGE FIL NO 1

Alerts:

Owners:



Capstone Title
5555 Tech Center Drive, Suite 120
Colorado Springs, CO 80919
(719) 228-1060 Phone
Fax

AGENT FOR: Stewart Title Guaranty Company

DATE: September 13, 2022
ORDER NO.: 211339
PROPERTY ADDRESS: ., CO
1 S, CO
SCHEDULE NO.: 52270-00-001, 52272-00-001, 52273-00-001
BUYER/BORROWER:
SELLER: TIMBERRIDGE DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

TIMBERRIDGE DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY 2138 FYING HORSE CLUB DRIVE COLORADO SPRINGS, CO 80921 ATTN: LOREN MORELAND	CLASSIC CONSULTING ENGINEERS & SURVEYORS 619 N. CASCADE AVE., SUITE 200 COLORADO SPRINGS, CO 80903 ATTN: MARC WHORTON
--	---

SPECIAL INSTRUCTIONS: **UPDATE TO SCHEDULE B PART II**

CLOSING QUESTIONS:

TITLE QUESTIONS: Mike Betzer
mike.betzer@capstonetitleco.com

ENCLOSED PLEASE FIND THE FOLLOWING IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. THANK YOU.

____ Commitment
____ Tax Certificate
____ Endorsement
____ Plat and Covenants

____ X Revised Commitment
____ Identity Affidavit
____ Final Affidavit
____ X Other: linked exceptions



ALTA COMMITMENT FOR TITLE INSURANCE

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 Policy Amount 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.

Countersigned by:

Authorized Countersignature

CBST Escrow, LLC
5555 Tech Center Drive
Suite 120
Colorado Springs, CO 80919
(719) 228-1060



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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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, 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 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.

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File No. 211339

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (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>.

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 P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 211339

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: CBST Escrow, LLC
Issuing Office: 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919
Issuing Office's ALTA® Registry ID:
Loan ID Number: N/A
Commitment Number: 211339
Issuing Office File Number: 211339
Property Address: , CO
1 S, CO
Revision Number: 1

1. **Commitment Date:** September 08, 2022 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Policy Amount

(a) ALTA Owner's Policy

Proposed Insured: NONE

(b) ALTA Loan Policy

Proposed Insured: NONE

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

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

TIMBERRIDGE DEVELOPMENT GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued



Authorized CounterSignature

NONCONCURRENT
COMMITMENT

\$500.00

TOTAL

\$500.00

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File No. 211339

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A SCHEDULE A

LEGAL DESCRIPTION

TWO (2) PARCELS OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

PARCEL A

COMMENCING AT THE NORTHWEST CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE EASTERLY RIGHT OF WAY LINE OF VOLMER ROAD AS RECORDED IN BOOK 2678 AT PAGE 430, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLMER ROAD, A DISTANCE OF 657.86 FEET;
THENCE S68°18'50"E, A DISTANCE OF 40.00 FEET;
THENCE S46°30'00"E, A DISTANCE OF 243.59 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S46°30'00"E, HAVING A DELTA OF 114°51'36", A RADIUS OF 60.00 FEET AND A DISTANCE OF 120.28 FEET TO A POINT ON CURVE;
THENCE N12°00'00"E, A DISTANCE OF 307.77 FEET;
THENCE S78°00'00"E, A DISTANCE OF 490.00 FEET;
THENCE S12°00'00"W, A DISTANCE OF 183.00 FEET;
THENCE N90°00'00"E, A DISTANCE OF 378.68 FEET;
THENCE S86°05'18"E, A DISTANCE OF 253.40 FEET;
THENCE S00°00'00"E, A DISTANCE OF 208.46 FEET;
THENCE S41°00'00"E, A DISTANCE OF 256.15 FEET;
THENCE S16°19'41"E, A DISTANCE OF 155.30 FEET;
THENCE S03°30'00"W, A DISTANCE OF 107.28 FEET;
THENCE S17°19'01"W, A DISTANCE OF 103.72 FEET;
THENCE S18°00'00"W, A DISTANCE OF 100.00 FEET;
THENCE S19°43'22"W, A DISTANCE OF 95.70 FEET;

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File No. 211339

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 4



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE S27°50'00"W, A DISTANCE OF 94.45 FEET;
THENCE S35°37'50"W, A DISTANCE OF 108.98 FEET;
THENCE S36°37'30"W, A DISTANCE OF 200.00 FEET;
THENCE S53°22'30"E, A DISTANCE OF 150.00 FEET;
THENCE S36°37'30"W, A DISTANCE OF 10.00 FEET TO THE NORTHWESTERLY CORNER OF SAID RETREAT
AT TIMBERRIDGE FILING NO. 1;

THENCE ON THE BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING TWELVE
(12) COURSES:

1. S36°37'30"W, A DISTANCE OF 263.98 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 12°37'30", A RADIUS OF 525.00 FEET AND A DISTANCE OF 115.68 FEET TO A POINT ON CURVE;
3. N66°00'00"W, A DISTANCE OF 197.47 FEET;
4. N35°00'00"W, A DISTANCE OF 230.09 FEET;
5. N05°00'00"W, A DISTANCE OF 55.08 FEET;
6. N85°00'00"E, A DISTANCE OF 184.29 FEET;
7. N04°30'10"W, A DISTANCE OF 243.01 FEET;
8. N90°00'00"W, A DISTANCE OF 424.49 FEET;
9. N54°48'53"W, A DISTANCE OF 205.37 FEET;
10. N66°30'00"W, A DISTANCE OF 255.51 FEET TO A POINT ON CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S66°30'00"E, HAVING A DELTA OF 09°20'00", A RADIUS OF 770.00 FEET AND A DISTANCE OF 125.43 FEET TO A POINT ON CURVE;
12. N57°10'00"W, A DISTANCE OF 661.28 FEET TO THE POINT OF BEGINNING;

PARCEL B

COMMENCING AT THE SOUTHEAST CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED
UNDER RECEPTION NO. 220714653, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF
BEGINNING;

THENCE ON THE BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING
FOURTEEN (14) COURSES:

1. N02°25'00"W, A DISTANCE OF 18.66 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 01°30'30", A RADIUS OF 1025.00 FEET AND A DISTANCE OF 26.98 FEET TO A POINT OF TANGENT;
3. N00°54'30"W, A DISTANCE OF 154.28 FEET;
4. S89°05'30"W, A DISTANCE OF 150.00 FEET;
5. N00°54'30"W, A DISTANCE OF 175.00 FEET;
6. N05°04'00"W, A DISTANCE OF 416.10 FEET;
7. N89°05'30"E, A DISTANCE OF 145.17 FEET;
8. S88°03'59"E, A DISTANCE OF 85.10 FEET;
9. N89°05'30"E, A DISTANCE OF 160.00 FEET;
10. N00°54'30"W, A DISTANCE OF 720.00 FEET;

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. N06°02'18"E, A DISTANCE OF 136.13 FEET TO A POINT ON CURVE;
12. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N06°02'18"E, HAVING A DELTA OF 05°02'42", A RADIUS OF 725.00 FEET AND A DISTANCE OF 63.84 FEET TO A POINT ON CURVE;
13. N11°05'00"E, A DISTANCE OF 147.40 FEET;
14. N71°41'17"W, A DISTANCE OF 87.90 FEET;

THENCE N19°50'00"E, A DISTANCE OF 225.69 FEET;
THENCE N05°57'53"E, A DISTANCE OF 241.74 FEET;
THENCE N89°05'30"E, A DISTANCE OF 150.00 FEET;
THENCE N00°54'30"W, A DISTANCE OF 28.43 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF CURVE TO THE RIGHT HAVING A DELTA OF 83°24'30", A RADIUS OF 55.00 FEET AND A DISTANCE OF 80.07 FEET TO A POINT ON CURVE;
THENCE N07°30'00"W, A DISTANCE OF 198.00 FEET;
THENCE S77°00'00"E, A DISTANCE OF 251.41 FEET;
THENCE S00°54'30"E, A DISTANCE OF 2478.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE S87°35'00"W, ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 639.38 FEET TO THE POINT OF BEGINNING;

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 211339- Amended No. 1

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. NONE.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 211339- Amended No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.
6. (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.
7. Water rights, claims or title to water.
8. Taxes for the year 2021, a lien, but not yet due and payable.
9. 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 Reception No. 201185017.
10. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in Book 3673 at Page 903.
11. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in Book 3673 at Page 908.
12. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded December

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

- 10, 2007 at Reception No. 207156760.
13. Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded January 27, 2014 at Reception No. 214006501.
 14. Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded January 27, 2014 at Reception No. 214006503.
 15. 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.
 16. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-123 recorded March 29, 2018 at Reception No. 218035255.
 17. Terms, agreements, provisions, conditions and obligations as contained in Decree recorded June 1, 2018 at Reception No. 218062603.
 18. Terms, agreements, provisions, conditions and obligations as contained in Decree recorded August 9, 2018 at Reception No. 218092584.
 19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-397 recorded October 24, 2018 at Reception No. 218123674.
 20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 19-359 recorded September 25, 2019 at Reception No. 219117055.
 21. Terms, agreements, provisions, conditions and obligations as contained in Special District Public Disclosure and Map of Boundaries recorded December 31, 2019 at Reception No. 219166057.
 22. 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.
 23. Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Retreat Metropolitan District No. 2 as disclosed by Order and Decree to Create District recorded June 23, 2020 at Reception No. 220087615.
 24. Terms, agreements, provisions, conditions and obligations as contained in Resolution No 20-274 recorded July 29, 2020 at Reception No. 220111555.
 25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 20-306 recorded August 18, 2020 at Reception No. 220124740.
 26. Notice of 60 foot Access Easement recoded October 27, 2020 at Reception No. 220172048.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

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Exceptions

27. Terms, agreements, provisions, conditions and obligations as contained in Intergovernmental Agreement recorded December 4, 2020 at Reception No. 220197930.
28. Quit Claim Deeds Regarding water rights recorded December 7, 2020 at Reception No's 220199012 and 220199059.
29. Terms, agreements, provisions, conditions and obligations as contained in Private Stormwater Facility and Wetland Maintenance Agreement and Easement recorded December 23, 2020 at Reception No. 220210781.
30. Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the RETREAT METROPOLITAN DISTRICT NO. 2 as disclosed by Order Creating district recorded March 2, 2021 at Reception No. 221040842.
31. Terms, agreements, provisions, conditions and obligations as contained in GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING THE RETREAT METROPOLITAN DISTRICT NOS. 1-2 recorded March 2, 2021 at Reception No. 221040860.
32. Terms, agreements, provisions, conditions and obligations as contained in SPECIAL DISTRICT PUBLIC DISCLOSURE recorded March 2, 2021 at Reception No. 221040882.
33. Covenants, conditions and restrictions for Retreat at Timberridge recorded October 30, 2020 at Reception No. 220174542, and re-recorded January 25, 2021 at Reception No. 221014020 which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
34. Terms, agreements, provisions, conditions and obligations as contained in Temporary Turn-Around Easement recorded December 11, 2020 at Reception No. 220202400. (Said Easement shall remain in force and effect until such time as the Easement Area is platted as part of a new subdivision plat)
35. Terms, agreements, provisions, conditions and obligations as contained in Resolution of the Board of Directors of the Retreat Metropolitan District Nos. 1 & 2, Adopting District Fees recorded March 16, 2022 at Reception No. 222037429.
36. Terms, agreements, provisions, conditions and obligations as contained in Order for Inclusion of Property into The Retreat at Metropolitan District No. 1 recorded April 25, 2022 at Reception No. 222057756.
37. Terms, agreements, provisions, conditions and obligations as contained in Approval of a Final Plat for Retreat at Timberridge Filing No. 2 recorded June 2, 2022 at Reception No. 222076210, and recorded on June 27, 2022 at Reception No. 222087109.
38. Terms, agreements, provisions, conditions and obligations as contained in Temporary Turn-Around Easement recorded June 20, 2022 at Reception No. 222083780. (Said Easement shall remain in force and effect until such time as the Easement Area is platted as part of a new subdivision plat)
39. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 22-228 Approving a

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

Petition for Inclusion of Property Within El Paso County Public Improvement District No. 3 recorded July 7, 2022 at Reception No. 222092006.

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DISCLOSURES

File No.: 211339

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Capstone Title 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 unfilled 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.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Capstone Title DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Capstone Title, and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Capstone Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Capstone Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Capstone Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Capstone Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> request insurance-related services provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Capstone Title, 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919

TEMPORARY TURN-AROUND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **TIMBERRIDGE DEVELOPMENT GROUP, LLC**, a Colorado limited liability company, hereinafter called the "Grantor", for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations in hand paid by the **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO** hereinafter called the "Grantee, the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these presents does hereby give and grant unto said Grantee, their heirs successors or assigns an **EXCLUSIVE EASEMENT** only along, over and across the following legally described premises:

See attached Exhibit A

for the purpose of a temporary public road right of way turn-around easement (the "Easement"). The Easement shall remain in force and effect until such time as the Easement Area is platted as part of a new subdivision plat. At the time of recording of the new subdivision plat, a portion of the Easement Area shall be platted as road right of way pursuant to County standards and approved construction drawings and a portion shall be platted as lots or tracts, and this Easement shall automatically terminate without further action from either party.

This Easement shall not be deemed to bind Grantee to any responsibility for maintenance or repair of the Easement unless and until the road improvements constructed thereon have been preliminary accepted by Grantee.

Grantor shall not grant any further easements or interest in the easement property without the written consent of Grantee, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, Grantor has executed this easement this 17th day of June, 2022.

"GRANTOR"

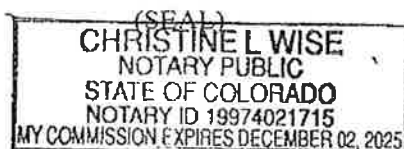
TimberRidge Development Group, LLC

By: 
Douglas Stimple, CEO of the Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 17th day of June, 2022, by Douglas Stimple, as the CEO of the Manager for the Grantor.

Witness my hand and official seal.





Notary Public
My Commission Expires: 12-02-2025

Exhibit A
(Legal Description Attached)



JOB NO. 1185.20-05
JUNE 14, 2022
PAGE 1 OF 2

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

**LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 2
TEMPORARY TURN AROUND EASEMENT**

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30" WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

A PARCEL OF LAND BEING CIRCULAR IN SHAPE HAVING A RADIUS OF 55.00 FEET WHOSE CENTER POINT BEARS N27°43'31"E, A DISTANCE OF 2654.35 FEET FROM THE CENTER-EAST 1/16 CORNER OF SAID SECTION 28.

CONTAINING A CALCULATED AREA OF 9503 SQUARE FEET.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

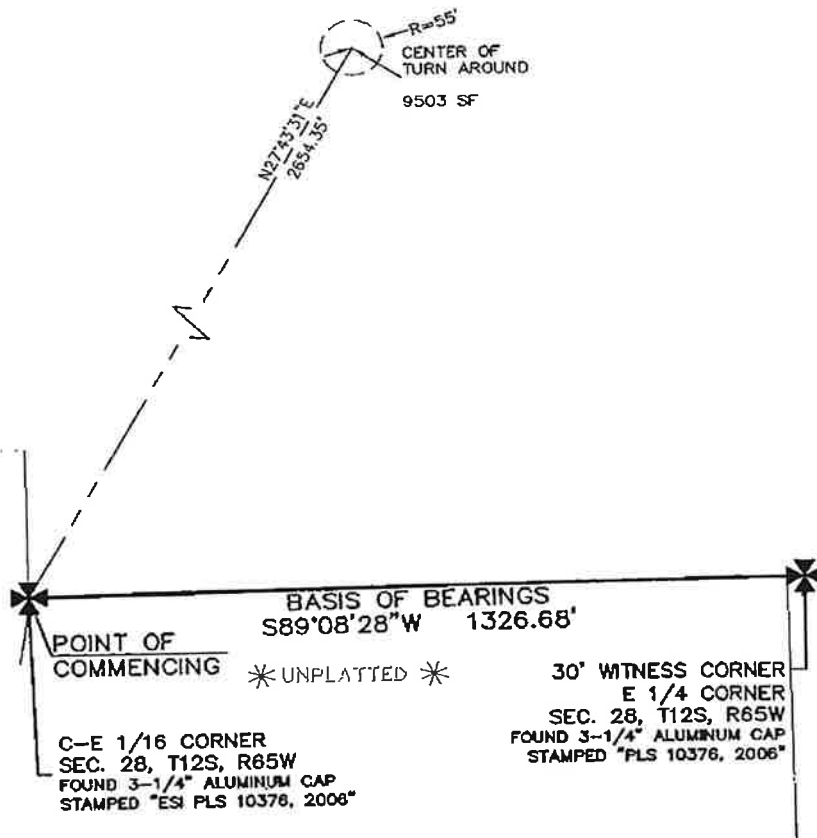
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

JUNE 14, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

RETREAT AT TIMBERRIDGE
FIL. NO. 2
TEMPORARY TURNAROUND EASEMENT
JOB NO. 1185.20-05
JUNE 14, 2022
SHEET 2 OF 2



N:\118520\DRAWINGS\SURVEY\EXHIBITS\05-118520 TURN AROUND ESM1 22 06-09.dwg; 6/14/2022 10:19:18 AM; 1:1

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.



SCALE: 1" = 250'
U.S. SURVEY FEET

TEMPORARY DRAINAGE & CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY DRAINAGE & CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is executed and effective as of June 20, 2022 (the "Effective Date"), by and between CLASSIC SRJ LAND, LLC, a Colorado limited liability company ("Grantor") and TIMBERRIDGE DEVELOPMENT GROUP, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantee desires to access Grantor's Property in order to complete construction of temporary drainage improvements and Grantor agrees to grant to Grantee a temporary easement in order for Grantee to complete said improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and its duly authorized agents, consultants and independent contractors (collectively, "Representatives") a nonexclusive temporary easement to (a) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading and construction of drainage improvements and (b) convey stormwater from Grantee's property onto Grantor's Property; and said easement area is further depicted and legally described on the attached Exhibit A (the "Easement" or "Grantor's Property").
2. Term. The Easement and the rights granted herein shall remain in full force and effect until such time after the Effective Date that Grantor records a final plat over the Easements.
3. Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the Easement granted herein and Grantee's construction activities described above.
4. General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.
5. Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.
6. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action

shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7. No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

8. Easements Run with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, representatives, successors and assigns.

10. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR

CLASSIC SRJ LAND, LLC,
a Colorado limited liability company

By: _____

Name: Doug Stimple

Title: CEO of Manager

GRANTEE

**TIMBERRIDGE DEVELOPMENT
GROUP, LLC,**
a Colorado limited liability company

By: Elite Properties of America, Inc.,
its Manager

By: _____

Name: Doug Stimple

Title: CEO

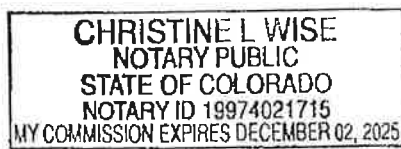
STATE OF COLORADO)

) SS

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 20th day of

June, 2022, by Douglas Stimple



Christine R. Wise
Notary Public

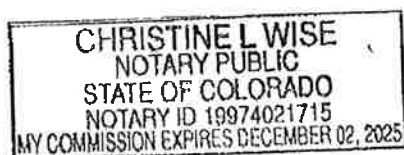
STATE OF COLORADO)

) SS

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 20th day of

June, 2022, by Douglas Stimple



Christine R. Wise
Notary Public

EXHIBIT A
Easement

(Attached)



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 1185.20-04
FEBRUARY 1, 2022
PAGE 1 OF 2

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

THENCE S47°00'28"E, A DISTANCE OF 1848.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°54'30"E, A DISTANCE OF 25.01 FEET;
THENCE S87°35'00"W, A DISTANCE OF 502.33 FEET;
THENCE S02°25'00"E, A DISTANCE OF 70.00 FEET;
THENCE S87°35'00"W, A DISTANCE OF 220.00 FEET;
THENCE N02°25'00"W, A DISTANCE OF 95.00 FEET TO A POINT THE SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 AND THE SOUTHERLY BOUNDARY OF TRACT D AS PLATTED IN SAID RETREAT AT TIMBERRIDGE FILING NO. 1;
THENCE N87°35'00"E, ON SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 AND THE SOUTHERLY BOUNDARY OF SAID TRACT D, A DISTANCE OF 83.61 FEET;
THENCE CONTINUING N87°35'00"E, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27 A DISTANCE OF 639.38 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.768 ACRES (33,466 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



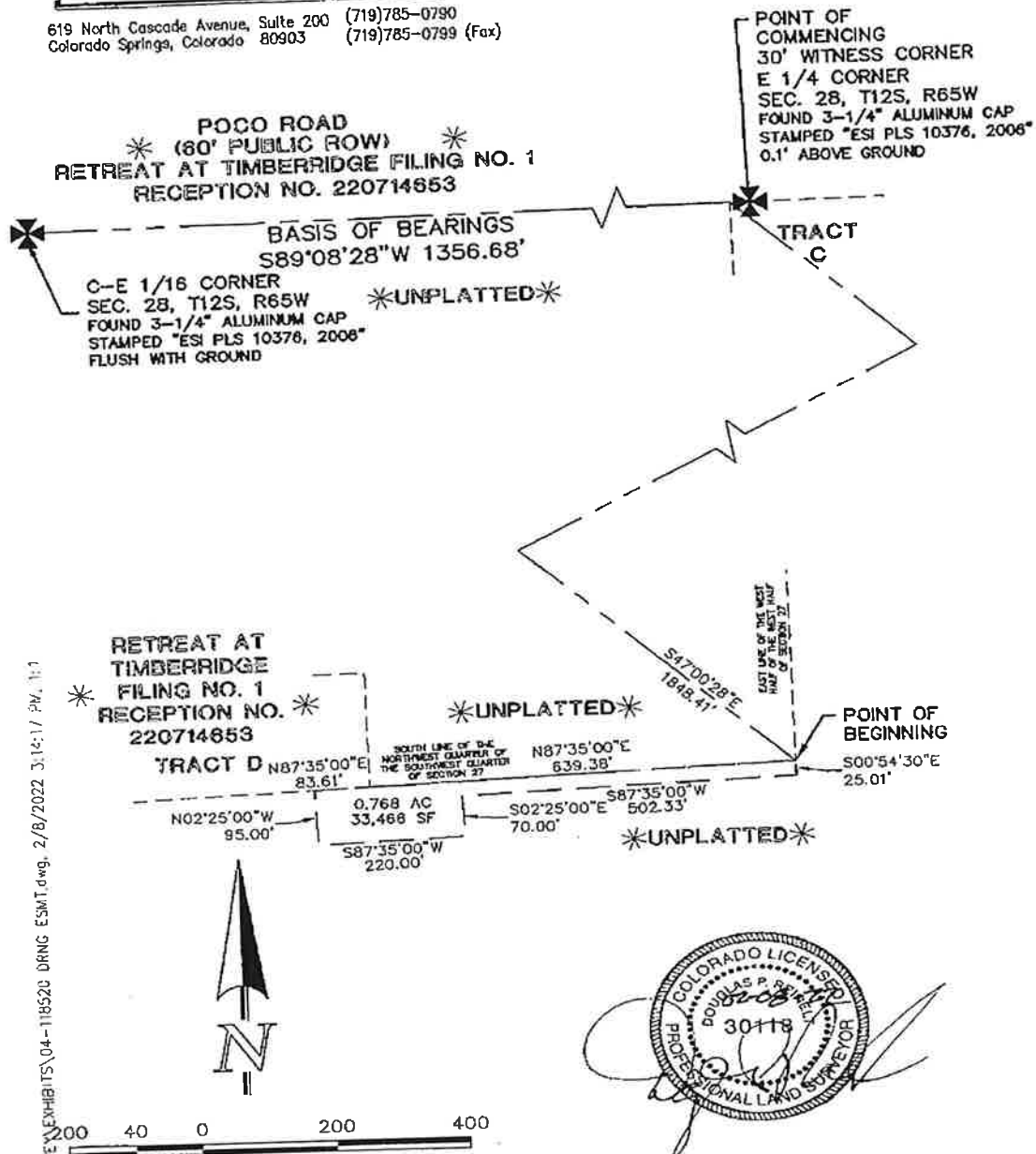
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEB 02, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

DRAINAGE EASEMENT
JOB NO. 1185.20-04
FEBRUARY 1, 2022
SHEET 2 OF 2



SCALE: 1" = 200'
U.S. SURVEY FOOT

CLASSIC CONSULTING, LLC DOES NOT EXPRESS NOR IMPLY ANY
WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION
AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN
FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT
DEPICT A MONUMENTED LAND SURVEY.



ACCESS, GRADING, & CONSTRUCTION EASEMENT AGREEMENT

This ACCESS, GRADING, & CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is executed and effective as of June 21, 2022 (the "Effective Date"), by and between by and between ARTESIA LOT HOLDINGS, LLC, a Texas limited liability company ("Grantor") and TIMBERRIDGE DEVELOPMENT GROUP, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of a portion of that certain real property known by El Paso County Assessor Schedule Number 5200000547 ("Grantor's Property");

B. Grantee is the owner of that certain real property known by El Paso County Assessor Schedule Number 5227300001 ("Grantee's Property"); and

D. Grantee desires to access Grantor's Property in order to complete construction of temporary drainage improvements and Grantor agrees to grant to Grantee a temporary easement in order for Grantee to complete said improvements.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and its duly authorized agents, consultants and independent contractors (collectively, "Representatives") a nonexclusive temporary easement to (a) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to conduct grading on Grantor's Property, as legally described on the attached Exhibit A; and (b) enter and cross all of that part of the Grantor's Property that may be reasonably necessary for Grantee to construct drainage improvements and convey stormwater from Grantee's property onto Grantor's Property as legally described on the attached Exhibit B (collectively, the "Easement").

2. Term. The Easement and the rights granted herein shall remain in full force and effect until such time after the Effective Date that Grantor or its successors records a final plat over the Easements.

3. Use of the Easement Area. Grantor shall have the right to full use and enjoyment of Grantor's Property except for such use as may unreasonably interfere with, impair, or be inconsistent with, the Easement granted herein and Grantee's construction activities described above.

4. General Rights of Enforcement. This Agreement may be enforced as provided hereinafter by each party hereto. Each party hereto shall have the right to bring an action against the other who violates this Agreement to enjoin such violation, to cause any such violation to be remedied and to recover damages resulting from such violation.

5. Nuisance. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity shall be applicable against every such violation that may be enforced.

6. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damage, to assert or foreclose the lien, declaratory relief, injunctive relief, or any other action, the prevailing party in such action shall be entitled to recover from the non-prevailing party all of its costs incurred in such action. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

7. No Waiver. The failure of any party hereto to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

8. Easements Run with Land. All of the rights and obligations set forth herein shall be, and shall be deemed to be, covenants running with the land, and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns in interest to their respective parcels.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the subsequent owners and their respective, heirs, Representatives, successors and assigns.

10. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.


11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the Effective Date.

GRANTOR

ARTESIA LOT HOLDINGS, LLC,
a Texas limited liability company

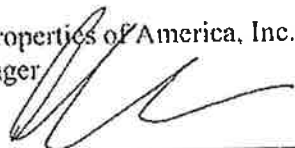
By: 

Name: PAUL Miller

Title: CFO + V.P.

GRANTEE

**TIMBERRIDGE DEVELOPMENT
GROUP, LLC,**
a Colorado limited liability company

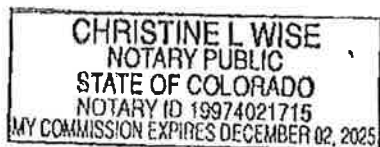
By: Elite Properties of America, Inc.,
its Manager 

Name: Doug Stimple

Title: CEO

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

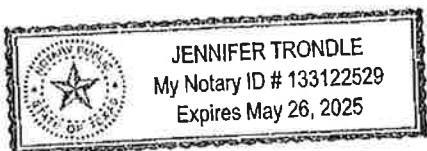
The foregoing instrument was acknowledged before me this 30th day of June, 2022, by Douglas Stimple



Christine R. Wise
Notary Public

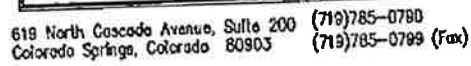
STATE OF TEXAS)
) SS
COUNTY OF Denton)

The foregoing instrument was acknowledged before me this 21 day of June, 2022, by Paul Miller



Jennifer Trondle
Notary Public

EXHIBIT A
Grading Easement
(Attached)



POCO ROAD
* (80' PUBLIC ROW) *
RETREAT AT TIMBERIDGE FILING NO. 1
RECEPTION NO. 220714653

C-E 1/16 CORNER
SEC. 28, T12S, R65W
FOUND 3-1/4" ALUMINUM CAP
STAMPED "ESI PLS 10376, 2006"
FLUSH WITH GROUND

UNPLATTED

STAMPED "ESI PLS 10376, 2006"
0.1' ABOVE GROUND

TRACT C

BASIS OF BEARINGS
S89°08'28"W 1356.68'

N80°40'44"E
1346.35'

POINT OF BEGINNING

N89°05'30"E
240.00'

0.881 AC
38,400 SF

N05°41'30"W
370.00'

S15°57'42"W
400.00'

UNPLATTED

EAST LINE OF THE WEST
HALF OF SECTION 27

SCALE: 1" = 80'
U.S. SURVEY FOOT

COLORADO LICENSED
SURVEYOR
30118

CGES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

EXHIBIT B
Drainage Easement
(Attached)



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 1185.20-02R
OCTOBER 14, 2021
REV. FEBRUARY 1, 2022
PAGE 1 OF 3

LEGAL DESCRIPTION: DRAINAGE EASEMENTS

TWO (2) PARCELS OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

PARCEL 1

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714853;

THENCE S82°14'28"E, A DISTANCE OF 1347.25 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°05'30"E, A DISTANCE OF 25.00 FEET;
THENCE S00°54'30"E, A DISTANCE OF 1103.03 FEET;
THENCE S87°35'00"W, A DISTANCE OF 25.01 FEET;
THENCE N00°54'30"W, A DISTANCE OF 25.01 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SAID SECTION 27;
THENCE CONTINUING N00°54'30"W, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 1078.68 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.633 ACRES (27,584 SF).

PARCEL 2

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714853;

THENCE N80°40'44"E, A DISTANCE OF 1348.35 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

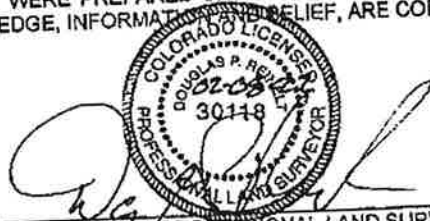
THENCE N00°54'30"W, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 170.00 FEET;
THENCE N89°05'30"E, A DISTANCE OF 240.00 FEET;
THENCE S00°54'30"E, A DISTANCE OF 170.00 FEET;
THENCE S89°05'30"W A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.937 ACRES (40,800 SF).

CONTAINING A TOTAL CALCULATED AREA OF 1.570 ACRES (68,384 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

A circular professional seal for Douglas P. Reinelt, a Colorado Licensed Professional Land Surveyor, No. 30118. The seal is partially obscured by a handwritten signature in black ink.

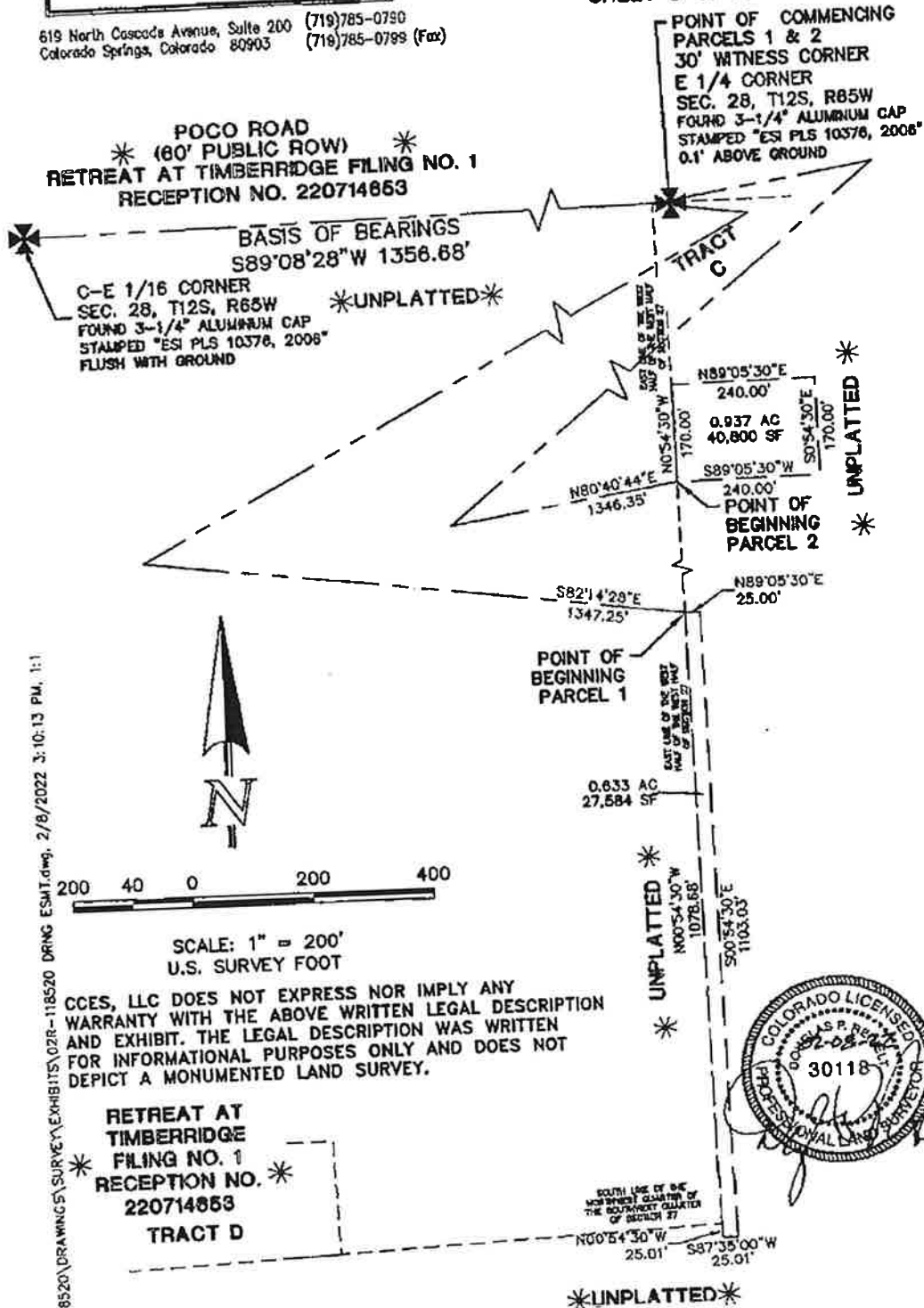
DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEB 08, 2022
DATE



619 North Cascade Avenue, Suite 200 (719)785-0790
Colorado Springs, Colorado 80903 (719)785-0799 (Fax)

DRAINAGE EASEMENTS
JOB NO. 1185.20-02R
OCTOBER 14, 2021
REV. FEBRUARY 1, 2022
SHEET 3 OF 3





619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 1185.20-03
OCTOBER 14, 2021
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LEGAL DESCRIPTION: GRADING EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10378, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653;

THENCE N80°40'44"E, A DISTANCE OF 1346.35 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 27 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°05'30"E, A DISTANCE OF 240.00 FEET;
THENCE S35°57'42"W, A DISTANCE OF 400.00 FEET TO A POINT ON EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27;
THENCE N00°54'30"W, ON EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.881 ACRES (38,400 SF).

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS, LLC

FEB 02, 2022
DATE