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OFFICE: 719.442.1900

FAX: 877.239.2979

WEB: legacytitle-llc.com

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:

Transmittal Information

Date: 07/29/2020
File No: 31847LTG
Property Address: 1-13-65, Colorado Springs, CO
Buyer\Borrower: FOR INFORMATION ONLY
Seller: Challenger Communities LLC, a Colorado limited liability company
Better Land, LLC, a Colorado limited liability company

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

Escrow Officer: Title Officer:
Alex Jackson Danene Stroud License#30348
Legacy Title Group, LLC Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:
E-Mail: alex@legacytitle-llc.com

Escrow Processor:
Maureen Offerman
E-Mail: Maureen@legacytitle-llc.com
Phone: 719-442-1900

Buyer:
FOR INFORMATION ONLY

Seller:
Challenger Communities LLC, a Colorado limited liability company
8605 Explorer Drive, Suite 250
Colorado Springs, CO 80919

Better Land, LLC, a Colorado limited liability company
8605 Explorer Drive, Unit 250
Colorado Springs, CO 80920

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Thank you for using Legacy 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.**



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Legacy Title Group, LLC
1365 Garden of the Gods Road #200
Colorado Springs, CO 80907

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

By

President

Attest

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or 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.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **July 20, 2020, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured: **FOR INFORMATION ONLY**
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

| | | |
|-------------------------|----|---------------|
| <i>To Be Determined</i> | \$ | 271.00 |
| <hr/> | | |
| Total: | \$ | 271.00 |

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

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

Better Land, LLC, a Colorado limited liability company.

Parcel B:

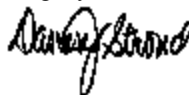
Challenger Communities, LLC, a Colorado limited liability company

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

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **1-13-65, Colorado Springs, CO**
APN: **53010-00-019, 020, 023, 036**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

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EXHIBIT "A"**Parcel A: Parcel No. 53010-00-036 - South Property**

A PARCEL OF LAND, BEING A PORTION OF THE WEST HALF OF SECTION 1, T.13S., R.65W., OF THE 6TH P.M., COLORADO SPRINGS, EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN AND IS CONSIDERED TO BEAR N00°13'46"W:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 1; THENCE N00°13'46"E ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1928.67 FEET TO A POINT ALONG SAID WEST LINE, ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AT RECEPTION NUMBER 21303554; THENCE WITH THE SOUTH LINE OF SAID PROPERTY DESCRIBED AT RECEPTION NUMBER 21303554, N89°47'22"E A DISTANCE OF 499.98 FEET TO A POINT ON THE EASTERLY LINE OF A PROPERTY DESCRIBED BY QUITCLAIM DEED, RECORDED AT [RECEPTION NO. 209061972](#) THE POINT OF BEGINNING:

THENCE ALONG SAID EASTERLY AND THE SOUTHERLY LINE SAID [RECEPTION NO. 209061972](#) THE FOLLOWING FIVE (5) COURSES:

- 1. THENCE N00°13'46"W, A DISTANCE OF 206.50 FEET TO A POINT OF CURVATURE;**
- 2. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 23°58'12", A DISTANCE OF 219.64 FEET, A CHORD BEARING OF N11°45'20"E WITH A CHORD DISTANCE OF 218.04 FEET;**
- 3. THENCE N23°44'26"E, A DISTANCE OF 301.49 FEET TO A POINT OF CURVATURE;**
- 4. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 65°45'45", A DISTANCE OF 602.57 FEET, A CHORD BEARING OF N56°37'18"E WITH A CHORD DISTANCE OF 570.04 FEET;**
- 5. THENCE N89°30'12"E, A DISTANCE OF 358.96 FEET;**

THENCE S04°50'58"W, A DISTANCE OF 80.18 FEET;

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THENCE S03°12'36"E, A DISTANCE OF 153.39 FEET;
THENCE S03°42'06"E, A DISTANCE OF 84.68 FEET;
THENCE S12°32'06"E, A DISTANCE OF 80.14 FEET;
THENCE S12°59'08"E, A DISTANCE OF 75.20 FEET;
THENCE S77°46'36"W, A DISTANCE OF 30.12 FEET;
THENCE S17°37'13"E, A DISTANCE OF 160.63 FEET TO A POINT OF CURVATURE;
THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1840.12 FEET, A
CENTRAL ANGLE OF 08°44'32", A DISTANCE OF 280.77 FEET, A CHORD BEARING OF
S10°08'34"E WITH A CHORD DISTANCE OF 280.50 FEET;
THENCE S04°52'53"E, A DISTANCE OF 8.49 FEET;
THENCE S00°13'15"E, A DISTANCE OF 95.50 FEET;
THENCE S89°47'22"W, A DISTANCE OF 1111.19 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
LAND DEVELOPMENT CONSULTANTS, INC.
2850 SERENDIPITY CIRCLE WEST
COLORADO SPRINGS, CO 80917
PROJECT NO. 03078
DATED MAY 13, 2009

Parcel B: 53010-00-019, 53010-00-020 and 53010-00-023 - North Property

A PARCEL OF LAND, BEING A PORTION OF THE WEST HALF OF SECTION 1, T.13S.,
R.65W., OF THE 6TH P.M., COLORADO SPRINGS, EL PASO COUNTY, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH,
RANGE 65 WEST OF THE 6TH PRINCIPLE MERIDIAN AND IS CONSIDERED TO BEAR
N00°13'46"W:

COMMENCING AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 1; THENCE
N00°13'46"E ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2429.82 FEET
TO A POINT ALONG SAID WEST LINE, ALSO BEING TO THE POINT OF BEGINNING:

THENCE N89°46'14"E, A DISTANCE OF 493.96 FEET TO A POINT ON THE
NORTHWESTERLY LINE OF A PARCEL OF LAND DESCRIBED AT [RECEPTION NUMBER
209061972](#);

THENCE ALONG SAID NORTHWESTERLY LINE FOUR (4) COURSES:

1. THENCE N23°44'26"E, A DISTANCE OF 247.83 FEET TO A POINT OF CURVATURE;

2. THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF 65°45'46", A DISTANCE OF 694.40 FEET, A CHORD BEARING OF N56°37'18"E WITH A CHORD DISTANCE OF 656.91 FEET;
3. THENCE N89°30'12"E, A DISTANCE OF 448.12 FEET TO A POINT OF CURVATURE;
4. THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 09°25'11", A DISTANCE OF 86.31 FEET, A CHORD BEARING OF N84°47'37"E WITH A CHORD DISTANCE OF 86.21 FEET;

THENCE N07°58'52"W, A DISTANCE OF 126.91 FEET;

THENCE N07°51'55"E, A DISTANCE OF 62.94 FEET;

THENCE N01°11'11"W, A DISTANCE OF 107.15 FEET;

THENCE N88°48'49"E, A DISTANCE OF 14.56 FEET;

THENCE N65°21'22"E, A DISTANCE OF 4.05 FEET;

THENCE N09°11'31"W, A DISTANCE OF 158.90 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 16°15'39", A DISTANCE OF 49.67 FEET, A CHORD BEARING OF N72°40'39"E WITH A CHORD DISTANCE OF 49.50 FEET;

THENCE N64°32'49"E, A DISTANCE OF 36.42 FEET;

THENCE N00°30'24"W, A DISTANCE OF 446.99 FEET TO A POINT ON THE SOUTH LINE OF THE MEADOWS FILING NO. 4, RECORDED AT [RECEPTION NO. 200135677](#);

THENCE WITH THE SAID SOUTH LINE, S89°36'34"W, A DISTANCE OF 1740.37 FEET TO THE NORTH 1/16 CORNER OF SAID SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST;

THENCE WITH THE WEST LINE OF SAID SECTION 1 S00°14'14"E, A DISTANCE OF 1316.12 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST;

THENCE WITH THE WEST LINE OF SAID SECTION 1 S00°13'46"E, A DISTANCE OF 205.35 FEET TO THE POINT OF BEGINNING.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY LYLE G. BISSEGER, PLS# 38038

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

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.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II
Exceptions

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

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

Parcel A:

9. **EXISTING LEASES AND TENANCIES, IF ANY.**
10. **RIGHTS AND RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED OCTOBER 30 1893 IN BOOK 143 AT PAGE 167 AND OCTOBER 05, 1896 IN BOOK 208 AT PAGE 20.**
11. **RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED JULY 13, 1967, IN BOOK 2188 AT PAGE 810.**

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12. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 11, 1979, IN [BOOK 3260 AT PAGE 701](#).**
13. **RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED DECEMBER 21, 1979, IN [BOOK 3265 AT PAGE 517](#).**
14. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 1980, IN [BOOK 3380 AT PAGE 670](#) AND IN [BOOK 3380 AT PAGE 675](#) AND RECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 582](#) AND IN [BOOK 3404 AT PAGE 587](#).**
15. **TERMS, CONDITIONS AND PROVISIONS OF FINDINGS AND ORDER OF THE COLORADO GROUND WATER COMMISSION RECORDED JULY 10, 2003 AT [RECEPTION NO. 203158843](#), [RECEPTION NO. 203158844](#) AND [RECEPTION NO. 203158845](#).**
16. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 12, 2003, UNDER [RECEPTION NO. 203286253](#).**
17. **THE EFFECT OF RESOLUTION REGARDING THE USE OF RECREATIONAL FACILITIES, RECORDED JANUARY 23, 2004, UNDER [RECEPTION NO. 204013207](#).**
18. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 29, 2004, UNDER [RECEPTION NO. 204016142](#).**
19. **THE EFFECT OF RESOLUTION NO. 04-501, REGARDING SKETCH PLAN, RECORDED JANUARY 24, 2005, UNDER [RECEPTION NO. 205011638](#).**
20. **CONVEYANCE OF WATER RIGHTS AS CONTAINED IN DEED RECORDED APRIL 8, 2005 UNDER [RECEPTION NO. 205050349](#).**
21. **TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF DEVELOPMENT COVENANTS AND COST RECOVERY AGREEMENT RECORDED APRIL 07, 2006 AT [RECEPTION NO. 206051091](#).**
22. **THE EFFECT OF RESOLUTION NO. 07-133, REGARDING ZONING, RECORDED MAY 30, 2007, UNDER [RECEPTION NO. 207072586](#).**
23. **THE EFFECT OF RESOLUTION NO. 07-134, REGARDING ZONING, RECORDED MAY 30, 2007, UNDER [RECEPTION NO. 207072587](#).**
24. **THE EFFECT OF RESOLUTION NO. 07-135, REGARDING PRELIMINARY PLAN, RECORDED MAY 30, 2007, UNDER [RECEPTION NO. 207072588](#).**

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25. **THE EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER [RECEPTION NO. 207074523](#).**
26. **THE EFFECT OF BENT GRASS PHASE ONE SITE SPECIFIC PUD DEVELOPMENT PLAN, RECORDED JUNE 04, 2007, UNDER [RECEPTION NO. 207074524](#).**
27. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED NOVEMBER 29, 2007, UNDER [RECEPTION NO. 207152168](#) AND DECEMBER 18, 2007 UNDER [RECEPTION NO. 207160587](#).**
28. THE EFFECT OF CONVEYANCE OF AN 80' WIDE ROAD RIGHT-OF-WAY BY QUIT CLAIM DEED RECORDED JUNE 02, 2009 UNDER [RECEPTION NO. 209061972](#).

Parcel B:

29. EXISTING LEASES AND TENANCIES, IF ANY.
30. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.
31. RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED OCTOBER 30, 1895 IN [BOOK 143 AT PAGE 167](#), AND RECORDED OCTOBER 5, 1896 IN [BOOK 208 AT PAGE 20](#).
32. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE EASTERLY AND WESTERLY FEET OF SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD [BOOK A AT PAGE 78](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
33. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 09, 1964, IN [BOOK 2033 AT PAGE 442](#).
34. RIGHT OF WAY AND/OR EASEMENT, GIVEN TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRICAL, TELEPHONE AND/OR TELEGRAPH PURPOSES, THE EXACT LOCATION OF WHICH IS NOT SPECIFIED, RECORDED JULY 13, 1967 IN [BOOK 2188 AT PAGE 810](#).
35. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLTAKI AND MYRLE F. HLTAKI AS CONTAINED IN DEED RECORDED NOVEMBER 20, 1978 IN [BOOK 3110 AT PAGE 614](#).
36. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT AS EVIDENCED BY FINAL ORDER AND DECREE RECORDED DECEMBER 11, 1979 IN [BOOK 3260 AT PAGE 701](#).
37. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE FALCON FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 2, 1980 IN [BOOK 3380 AT PAGE 670](#) AND

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IN [BOOK 3380 AT PAGE 675](#) AND RECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 582](#) AND IN [BOOK 3404 AT PAGE 587](#).

38. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED JULY 10, 2003, UNDER [RECEPTION NO. 203158843](#).
39. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, RECORDED DECEMBER 12, 2003 UNDER [RECEPTION NO. 203286253](#), AND RECORDED JANUARY 23, 2004 UNDER [RECEPTION NO. 204013207](#), AND RECORDED FEBRUARY 11, 2011, UNDER [RECEPTION NO. 211015822](#).
40. THE EFFECT OF ORDER FOR INCLUSION OF REAL PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, RECORDED JANUARY 29, 2004, UNDER [RECEPTION NO. 204016142](#).
41. THE EFFECT OF RESOLUTION NO. 04-501, RECORDED JANUARY 24, 2005, UNDER [RECEPTION NO. 205011638](#).
42. EFFECTS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 UNDER [RECEPTION NO. 205048369](#), 205048370 AND 205048371.
43. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THOSE SPECIAL WARRANTY DEEDS--WATER RIGHTS RECORDED APRIL 8, 2005 UNDER [RECEPTION NO. 205050350](#) AND [RECEPTION NO. 205050349](#).
44. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 07, 2006, UNDER [RECEPTION NO. 206051091](#).
45. EFFECT OF RESOLUTION NO. 07-133 REGARDING REZONING RECORDED MAY 30, 2007 UNDER [RECEPTION NO. 207072586](#).
46. EFFECT OF RESOLUTION NO. 07-134 REGARDING REZONING RECORDED MAY 30, 2007 UNDER [RECEPTION NO. 207072587](#).
47. EFFECT OF RESOLUTION NO. 07-135 REGARDING THE BENT GRASS PRELIMINARY PLAN RECORDED MAY 30, 2007 UNDER [RECEPTION NO. 207072588](#).
48. EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN MAP RECORDED JUNE 4, 2007 UNDER [RECEPTION NO. 207074523](#).
49. EFFECT OF BENT GRASS PHASE ONE SITE SPECIFIC PUD DEVELOPMENT PLAN RECORDED JUNE

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- 4, 2007 UNDER [RECEPTION NO. 207074524](#).
50. EFFECT OF RESOLUTION NO. 07-388 REGARDING BENT GRASS METROPOLITAN DISTRICT RECORDED SEPTEMBER 25, 2007 UNDER [RECEPTION NO. 207124524](#).
51. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2007, UNDER [RECEPTION NO. 207152168](#). NOTICE OF SPECIAL DISTRICT DISCLOSURE RECORDED DECEMBER 18, 2007 UNDER [RECEPTION NO. 207160587](#).
52. THE EFFECT OF EL PASO COUNTY SPECIAL DISTRICT ANNUAL REPORT AND DISCLOSURE FORM, RECORDED AUGUST 07, 2013, UNDER [RECEPTION NO. 213101580](#).
53. THE EFFECT OF RESOLUTION NO. 14-260, RECORDED JULY 23, 2014, UNDER [RECEPTION NO. 214065375](#).
54. THE EFFECT OF RESOLUTION NO. 14-259, RECORDED JULY 23, 2014, UNDER [RECEPTION NO. 214065376](#).
55. THE EFFECT OF BENT GRASS PLANNED UNIT DEVELOPMENT PLAN AMENDMENT, RECORDED JULY 30, 2014, UNDER [RECEPTION NO. 214068054](#).
56. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE AMENDMENT TO INCLUSION AGREEMENT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 22, 2019, UNDER [RECEPTION NO. 219055421](#).
57. Deed of Trust from Challenger Communities, LLC, a Colorado limited liability company to the Public Trustee of the County of El Paso, State of Colorado, for the use of FirstTier Bank to secure \$3,180,000.00, dated March 25, 2020 and recorded March 26, 2020 at [Reception No. 220042166](#).
58. THE EFFECT OF RESOLUTION NO. 20-161, RECORDED MAY 1, 2020, UNDER [RECEPTION NO. 220059740](#).
59. GRANT OF RIGHT OF WAY BETWEEN CHALLENGER COMMUNITIES LLC AND MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION, RECORDED JUNE 10, 2020 AT [RECEPTION NO. 220080038](#).

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 June 28, 2019 as [Reception No. 219072805](#), South Property.

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Deed recorded July 2, 2019 as [Reception No. 219074560](#), North Property.

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

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Legacy Title Group, LLC

Commitment No. 31847LTG

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: (a) "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 (b) "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.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

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.



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

| | |
|---------------|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What ? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? |
|--|---------------------------------------|------------------------------------|
| For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes — to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

Go to www.oldrepublictitle.com (Contact Us)



| Who we are | |
|--------------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do | |
|---|--|
| How does Old Republic Title 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 safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can’t I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p> |

| Definitions | |
|------------------------|--|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i> |
| Non-affiliates | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i> |
| Joint marketing | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn’t jointly market.</i> |

Affiliates Who May be Delivering This Notice

| | | | | |
|--|--|--|--|---|
| American First Title & Trust Company | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC | Compass Abstract, Inc. | eRecording Partners Network, LLC |
| Genesis Abstract, LLC | Guardian Consumer Services, Inc. | iMarc, Inc. | Kansas City Management Group, LLC | L.T. Service Corp. |
| Lenders Inspection Company | Lex Terrae National Title Services, Inc. | Lex Terrae, Ltd. | Mississippi Valley Title Services Company | National Title Agent's Services Company |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Escrow of Vancouver, Inc. | Old Republic Exchange Company | Old Republic National Ancillary Services, Inc. |
| Old Republic National Commercial Title Services, Inc. | Old Republic Title and Escrow of Hawaii, Ltd. | Old Republic National Title Insurance Company | Old Republic Title Company | Old Republic Title Companies, Inc. |
| Old Republic Title Company of Conroe | Old Republic Title Company of Indiana | Old Republic Title Company of Nevada | Old Republic Title Company of Oklahoma | Old Republic Title Company of Oregon |
| Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee | Old Republic Title Information Concepts | Old Republic Title Insurance Agency, Inc. | Old Republic Title, Ltd. |
| RamQuest Software, Inc. | Republic Abstract & Settlement, LLC | Sentry Abstract Company | Surety Title Agency, Inc. | The Title Company of North Carolina |
| Trident Land Transfer Company, LLC | | | | |