



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

CLASSIC HOMES
ATTN: NATE LENZ
2138 FLYING HORSE CLUB DR
COLORADO SPRINGS, CO 80921

<u>Reference</u>	
Your Reference Number:	
Our Order Number:	55117874
Our Customer Number:	5023.27
Invoice (Process) Date:	08/02/2024
Transaction Invoiced By:	William Seligman
Email Address:	wseligman@ltgc.com

Invoice Number: CSP-39009

Property Address: STERLING RANCH EAST FILING NO. 3, COLORADO SPRINGS, CO 80908

Parties: A BUYER TO BE DETERMINED

- Charges -	
"TBD" Commitment	\$279.00
RSIC - RESEARCH INCOME-COMML	\$270.00
Amount Credited	\$0.00
Total Invoice Amount	\$549.00
Total Amount Due	\$549.00
Payment due upon receipt	
<i>Please reference Invoice No. CSP-39009 on payment</i>	
Please make check payable and send to:	
Land Title Guarantee Company	
5975 Greenwood Plaza Blvd Suite 125	
Greenwood Village, CO 80111	





Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND55117874**

Date: **08/02/2024**

Property Address: **STERLING RANCH EAST FILING NO. 3, COLORADO SPRINGS, CO 80908**

For Closing Assistance

For Title Assistance

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

Seller/Owner

CLASSIC SRJ LAND, LLC, A COLORADO LIMITED
LIABILITY COMPANY
Attention: NATE LENZ
2138 FLYING HORSE CLUB DR
COLORADO SPRINGS, CO 80921
(719) 592-9333 (Work)
(719) 592-9484 (Work Fax)
nlenz@classichomes.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND55117874

Date: 08/02/2024

Property Address: STERLING RANCH EAST FILING NO. 3, COLORADO SPRINGS, CO 80908

Seller(s): CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$279.00
RESEARCH INCOME-COMML	\$270.00
TOTAL	\$549.00

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

Chain of Title Documents:

[El Paso county recorded 12/22/2021 under reception no. 221232399](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55117874

Property Address:

STERLING RANCH EAST FILING NO. 3, COLORADO SPRINGS, CO 80908

1. Effective Date:

07/28/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

NOTE: BELOW PARCEL TO BE PLATTED AS STERLING RANCH EAST FILING NO. 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO 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 CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006" FOUND FLUSH WITH EXISTING GRADE 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" FOUND 0.1 FOOT ABOVE EXISTING GRADE; DETERMINED FROM GPS OBSERVATIONS TO BEAR NORTH 89°08'28" EAST, A DISTANCE OF 1356.68 FEET. COMMENCING AT THE SAID CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. [220714653](#) RECORDS OF EL PASO COUNTY, COLORADO; THENCE SOUTH 07°13'18" EAST, A DISTANCE OF 6440.55 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD AS PLATTED IN HOMESTEAD NORTH AT STERLING RANCH FILING NO. 1 RECORDED MAY 19, 2023 UNDER RECEPTION NO. [223715150](#) RECORDS OF EL PASO COUNTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 08°06'15" WEST, A DISTANCE OF 35.78 FEET; THENCE SOUTH 36°12'00" EAST, A DISTANCE OF 163.72 FEET TO A TANGENT CURVE, HAVING A RADIUS OF 575.00 FEET, WHOSE CENTER BEARS NORTHEASTERLY; THENCE SOUTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°34'00", AN ARC DISTANCE OF 547.61 FEET; THENCE NORTH 89°14'00" EAST A DISTANCE OF 7.06 FEET; THENCE SOUTH 00°46'00" EAST, A DISTANCE OF 1,085.87 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINE OF PAWNEE RANCHEROS FILING NO. 1 CORRECTION SURVEY RECORDED MAY 12, 1966 UNDER RECEPTION NO. [469376](#) IN PLAT BOOK I-2, PAGE 47 RECORDS OF EL PASO COUNTY; THENCE SOUTH 89°14'14" WEST, ON SAID SOUTH LINE, A DISTANCE OF 166.30 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33;

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THENCE WESTERLY, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, ALSO BEING THE NORTHERLY 30-FOOT RIGHT-OF-WAY LINE OF MOJAVE DRIVE AS PLATTED IN BAR J-B ACRES SECOND FILING RECORDED JUNE 11, 1959 UNDER RECEPTION NO. [115156](#) IN PLAT BOOK A-2, PAGE 56 RECORDS OF EL PASO COUNTY, THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 89°13'48" WEST A DISTANCE OF 1,401.41 FEET;
2. THENCE SOUTH 89°04'30" WEST, ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, SAID LINE ALSO BEING THE NORTHERLY BOUNDARY LINE OF PAWNEE RANCHEROS FILING NO. 2 RECORDED FEBRUARY 15, 1972 UNDER RECEPTION NO. [863327](#) IN PLAT BOOK U-2, PAGE 45 RECORDS OF EL PASO COUNTY, A DISTANCE OF 1,646.85 FEET TO THE EASTERLY EXTERIOR BOUNDARY OF STERLING RANCH FILING NO. 3 RECORDED AUGUST 2, 2022 UNDER RECEPTION NUMBER [222714995](#) RECORDS OF EL PASO COUNTY;

THENCE ON SAID EASTERLY EXTERIOR OF STERLING RANCH FILING NO. 3 THE FOLLOWING SEVEN (7) COURSES:

1. THENCE NORTH 35°56'43" EAST A DISTANCE OF 113.88 FEET;
2. THENCE NORTH 78°47'17" EAST A DISTANCE OF 182.32 FEET;
3. THENCE NORTH 54°45'26" EAST A DISTANCE OF 199.63 FEET;
4. THENCE NORTH 30°01'21" WEST A DISTANCE OF 151.07 FEET;
5. THENCE NORTH 05°59'19" WEST A DISTANCE OF 253.00 FEET;
6. THENCE NORTH 17°59'13" EAST A DISTANCE OF 156.80 FEET;
7. THENCE NORTH 40°32'14" WEST, A DISTANCE OF 55.22 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF STERLING RANCH ROAD;

THENCE NORTHEASTERLY, ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID STERLING RANCH ROAD, THE FOLLOWING THREE (3) COURSES:

1. NORTH 13°40'40" WEST, A DISTANCE OF 15.90 FEET;
2. NORTH 76°19'20" EAST, A DISTANCE OF 1,779.03 FEET TO A TANGENT CURVE, HAVING A RADIUS OF 1540.00 FEET, WHOSE CENTER BEARS NORTHWESTERLY;
3. THENCE NORTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°22'42", AN ARC DISTANCE OF 655.27 FEET TO THE POINT OF BEGINNING.

ROBERT L. MEADOWS, JR., PLS 34977
PREPARED FOR AND ON BEHALF OF
CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC
JOB NO. 1183.33-01R

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND55117874

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

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

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

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

1. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF STERLING RANCH EAST FILING NO. 3.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 15, 2022 UNDER RECEPTION NO. [222037266](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES DOUGLAS STIMPLE, CEO, AND GEORGE LENZ, EVP, AND LOREN MORELAND, VP OF ELITE PROPERTIES OF AMERICA, INC., AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF 2023 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2024, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND55117874

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND/OR TENANCIES.**
- 9. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF SAND CREEK.**
- 10. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.**
- 11. RIGHTS AND RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED DECEMBER 5, 1884 AS CERTIFICATE NO. 2579 AND MARCH 1, 1886 AS CERTIFICATE NO. 3731 AND OCTOBER 18, 1886 AS CERTIFICATE NO. 3933.**

THE REFERENCED DOCUMENTS ARE STORED IN OUR SYSTEM AS IMAGE [68743910](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND55117874

12. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 03, 1954 IN BOOK 1419 AT PAGE [198](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

AFFIDAVIT REGARDING KNOWN AGGREGATE VALUE RECORDED JULY 12, 2000 UNDER RECEPTION NO. [200081217](#).

REQUEST FOR NOTIFICATION FORM RECORDED DECEMBER 30, 2003 UNDER RECEPTION NO. [203295839](#).

AS AFFECTED BY QUIT CLAIM DEED AND WAIVER OF SURFACE RIGHTS BY RECORDED MARCH 29, 2006 UNDER RECEPTION NO. [206045406](#).

QUIT CLAIM DEED RECORDED JUNE 26, 2007 UNDER RECEPTION NO. [207085432](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY EASEMENT AND AGREEMENT RECORDED JULY 11, 1966 IN BOOK 2139 AT PAGE [374](#).
14. CONVEYANCE OF MINERAL RIGHTS AS CONTAINED IN DEEDS RECORDED OCTOBER 18, 1984 IN BOOK 3929 AT PAGE [634](#), OCTOBER 18, 1984 IN BOOK 3929 AT PAGE [636](#), OCTOBER 18, 1984 IN BOOK 3929 AT PAGE [635](#), MAY 9, 1988 IN BOOK 5504 AT PAGE [1439](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLACK FOREST VOLUNTEER FIRE PROTECTION DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE [121](#). ORDER CHANGING NAME TO BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT RECORDED JULY 28, 1980 IN BOOK 3333 AT PAGE [799](#). NOTICES OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. [201185017](#) AND RECORDED MAY 20, 2011 UNDER RECEPTION NO. [211049996](#).
16. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
17. THE EFFECT OF RESERVATION OF NONTRIBUTARY GROUND WATER, RECORDED MARCH 11, 1986 IN BOOK 5138 AT PAGE [132](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND AGREEMENT RECORDED MARCH 09, 2001 UNDER RECEPTION NO. [201029151](#).
19. RESTRICTIONS AS CONTAINED IN DEED RECORDED MARCH 29, 2006 UNDER RECEPTION NO. [206045408](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEASE AGREEMENT AS DISCLOSED BY ASSIGNMENT OF LEASE RECORDED MARCH 29, 2006 UNDER RECEPTION NO. [20645405](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MARCH 21, 2001 UNDER RECEPTION NO. [201034022](#). SUBORDINATION IN CONNECTION THEREWITH RECORDED SEPTEMBER 1, 2023 UNDER RECEPTION NO. [223074611](#).
22. WATER RIGHTS, CLAIMS OR TITLE TO WATER, INCLUDING BUT NOT LIMITED TO, THOSE RIGHTS AS DISCLOSED BY TRUSTEE'S QUIT CLAIM DEED (WATER RIGHTS) RECORDED MARCH 29, 2006 UNDER RECEPTION NO. [206045410](#) AND QUIT CLAIM DEEDS RECORDED OCTOBER 31, 2014 UNDER RECEPTION NO. [214100608](#) AND [214100609](#).

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Schedule B, Part II
(Exceptions)

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23. THE EFFECT OF RESOLUTION NO. 08-476 REGARDING SKETCH PLAN, RECORDED AUGUST 25, 2009, UNDER RECEPTION NO. [209100915](#).

RESOLUTION EXTENDING EXPIRATION PERIOD RECORDED OCTOBER 2, 2013 UNDER RECEPTION NO. [213124429](#)

24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF A PORTION OF THE SUBJECT PROPERTY IN THE STERLING RANCH METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENTS RECORDED JULY 09, 2010, UNDER RECEPTION NO. [210065613](#), MARCH 7, 2011 UNDER RECEPTION NO. [211023430](#) AND MARCH 7, 2011 UNDER RECEPTION NO. [211023431](#).

CONSOLIDATED SERVICE PLAN FOR STERLING RANCH METROPOLITAN DISTRICT NOS. 1, 2 AND 3 RECORDED MAY 21, 2014 UNDER RECEPTION NO. [214042782](#).

RESOLUTION CONCERNING THE IMPOSITION OF A DISTRICT FACILITIES FEE RECORDED JULY 29, 2015 UNDER RECEPTION NO. [215081385](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS, EASEMENTS AS SET FORTH IN GRANT OF ACCESS EASEMENTS RECORDED SEPTEMBER 20, 2011 UNDER RECEPTION NO. [21191268](#) AND JANUARY 4, 2012 UNDER RECEPTION NO. [212000820](#).
26. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED NOVEMBER 26, 2014 UNDER RECEPTION NO. [214109190](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT TO GRANT ACCESS AND UTILITY EASEMENTS RECORDED OCTOBER 31, 2014 UNDER RECEPTION NOS. [214100440](#) AND [214100441](#), AS AFFECTED BY EASEMENT VACATION AND MODIFICATION RECORDED APRIL 26, 2016 UNDER RECEPTION NOS. [21643584](#) AND [21643585](#).
28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF A PORTION OF THE SUBJECT PROPERTY IN THE STERLING RANCH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 14, 2016, UNDER RECEPTION NO. [216105297](#). RESOLUTION REGARDING WATER TAP FEE RECORDED NOVEMBER 19, 2018 UNDER RECEPTION NO. [218134276](#). RESOLUTION REGARDING SEWER TAP FEE RECORDED NOVEMBER 19, 2018. RESOLUTION CONCERNING THE IMPOSITION OF VARIOUS FEES RECORDED JULY 26, 2019 UNDER RECEPTION NO. [219085543](#). RESOLUTION ESTABLISHING GUIDLINES FOR THE PROCESSING AND COLLECTION OF DELINQUENT FEES AND CHARGES RECORDED JULY 26, 2019 UNDER RECEPTION NO. [219085544](#). RESOLUTION CONCERNING THE IMPOSITION OF A SAND CREEK CHANNEL DRAINAGE IMPROVEMENTS FEE RECORDED JULY 26, 2019 UNDER RECEPTION NO. [219085545](#). ORDER OF INCLUSION RECORDED OCTOBER 04, 2022, UNDER RECEPTION NO. [222127448](#).

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29. EASEMENTS AND 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 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STERLING RANCH RESIDENTIAL RECORDED FEBRUARY 14, 2019 UNDER RECEPTION NO. [219016251](#) AND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STERLING RANCH RESIDENTIAL RECORDED JANUARY 10, 2019, UNDER RECEPTION NO. [219003168](#). FIRST AMENDMENT THERETO RECORDED MAY 23, 2019 UNDER RECEPTION NO. [219055956](#), AND AS AMENDED BY INSTRUMENT RECORDED FEBRUARY 4, 2021 UNDER RECEPTION NO. [221022771](#). CLARIFICATION OF COVENANTS IN CONNECTION THEREWITH RECORDED MARCH 5, 2021 UNDER RECEPTION NO. [221044157](#). ASSIGNMENT OF DECLARANT'S RIGHTS IN STERLING RANCH RESIDENTIAL IN CONNECTION THEREWITH RECORDED APRIL 29, 2024 UNDER RECEPTION NO. [224031470](#).

NOTE: SUBJECT PROPERTY IS INCLUDED IN THE "EXPANSION PROPERTY" AS SET FORTH IN EXHIBIT B OF SAID INSTRUMENT.

30. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY EASEMENT RECORDED MARCH 31, 2021 UNDER RECEPTION NO. [22163829](#).
31. THE RESERVATION OF ALL WATER AND MINERAL RIGHTS IN FAVOR OF MORLEY-HALL STERLING, LLC A COLORADO LIMITED LIABILITY COMPANY AS RESERVED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 22, 2021 AT RECEPTION NO. [221232399](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND WATER RIGHTS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, AMENDED RULING OF REFEREE AND DECREE: ADJUDICATING DENVER BASIN GROUNDWATER, WATER STORAGE RIGHTS AND APPROVAL OF PLAN FOR AUGMENTATION RECORDED MARCH 07, 2022 UNDER RECEPTION NO. [222032738](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED MARCH 15, 2022 UNDER RECEPTION NO. [222037195](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR STERLING RANCH AND RESOLUTION 22-255 APPROVING SAID AGREEMENT RECORDED JULY 20, 2022 UNDER RECEPTION NO. [222097613](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PRIVATE STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED AUGUST 02, 2022 UNDER RECEPTION NO. [222103273](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE EXECUTIVE BOARD OF FALCON AREA WATER AND WASTEWATER AUTHORITY, COUNTY OF EL PASO, STATE OF COLORADO, IMPOSING FEES RECORDED AUGUST 18, 2022 UNDER RECEPTION NO. [222109714](#). FIRST AMENDMENT IN CONNECTION THEREWITH RECORDED AUGUST 19, 2022 UNDER RECEPTION NO. [222110514](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 23-172, APPROVAL OF MAP AMENDMENT (REZONE) STERLING RANCH SOUTHEAST REZONE, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041031](#).

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Schedule B, Part II

(Exceptions)

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38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 23-173, APPROVAL OF MAP AMENDMENT (REZONE), STERLING RANCH SOUTHEAST REZONE, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041032](#).
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 23-174 APPROVAL OF A PRELIMINARY PLAN FOR STERLING RANCH EAST PRELIMINARY PLAN, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041033](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PRIVATE STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED MAY 19, 2023 UNDER RECEPTION NO. [223041857](#).
41. THE EFFECT OF RESOLUTION NO. 23-183, RECORDED MAY 24, 2023, UNDER RECEPTION NO. [223043432](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING FUTURE SCHOOL LAND DEDICATION REQUIREMENTS FOR STERLING RANCH RECORDED JUNE 21, 2023 UNDER RECEPTION NO. [223052415](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN REGIONAL PARK LANDS AGREEMENT AND RESOLUTION NO. 23-403 APPROVING SAID AGREEMENT RECORDED DECEMBER 06, 2023 UNDER RECEPTION NO. [223099821](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 24-114 APPROVAL OF SKETCH PLAN STERLING RANCH SKETCH PLAN AMENDMENT RECORDED MARCH 19, 2024 UNDER RECEPTION NO. [224019932](#).
45. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND WATER RIGHTS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE RECORDED JUNE 03, 2024 UNDER RECEPTION NO. [224041438](#).
46. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF STERLING RANCH EAST FILING NO. 3 RECORDED _____ UNDER RECEPTION NO. _____. (TO BE RECORDED)

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

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

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

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

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

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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