



Stewart Title Company dba Legacy Title, A
Division of Stewart
1365 Garden of the Gods Rd.
Colorado Springs, CO 80907
(719) 442-1900
Fax:

Date: July 1, 2022
File Number: 1752589
Property Address: TBD Henzlee Place, CO
TBD Bent Grass Meadows Drive, CO
8030 Bent Grass Meadows Drive, CO
TBD Bent Grass Meadows Drive, CO
Buyer/Borrower: TBD TBD

Please direct all Title inquiries to:

Emily Rank
Phone: (303) 696-4980
Fax:
Email Address: coloradotitleofficers@stewart.com

TBD TBD
Delivery Method: Emailed

Challenger Communitis, LLC
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



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 EXTRACTIONAL 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.




Authorized Countersignature
Stewart Title Company dba Legacy
Title, A Division of Stewart
1365 Garden of the Gods Rd.
Colorado Springs, CO 80907





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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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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- (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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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company dba Legacy Title, A Division of Stewart
Issuing Office: 1365 Garden of the Gods Rd., Colorado Springs, CO 80907
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1752589
Issuing Office File Number: 1752589
Property Address: TBD Henzlee Place, CO
TBD Bent Grass Meadows Drive, CO
8030 Bent Grass Meadows Drive, CO
TBD Bent Grass Meadows Drive, CO

Revision Number:

1. Commitment Date: June 27, 2022 at 8:00AM

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Standard
Proposed Insured:

(b) ALTA Loan Standard
Proposed Insured:

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:

Challenger Communities LLC, a Colorado limited liability company

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 1752589

A PORTION OF TRACT "G", AND ALL OF TRACTS "H" AND "I", BENT GRASS RESIDENTIAL FILING NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 2020 AT RECEPTION NUMBER 220714559, ALL OF TRACT C, FALCON MEADOWS AT BENT GRASS FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2021 AT RECEPTION NUMBER 221714886, A PORTION OF TRACT F, FALCON MEADOWS AT BENT GRASS FILING NO. 2, AND PORTIONS OF SILKY THREAD ROAD, AND WILLMORE DRIVE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1 BEARS N89°36'34"E, MONUMENTED BY THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, BEING A 1-1/2" ALUMINUM CAP STAMPED "PLS 11624", AND BY THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, BEING A 1-1/2" ALUMINUM CAP STAMPED "PLS 38069", WITH ALL BEARINGS HEREIN RELATIVE THERETO;
THENCE CONTINUING WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, N89°36'34"E, A DISTANCE OF 532.77 FEET TO THE NORTHEAST CORNER OF SAID TRACT I, BENT GRASS RESIDENTIAL FILING NO. 2;
THENCE WITH THE EAST LINE OF SAID TRACT I, S00°30'24"E, A DISTANCE OF 446.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SILKY THREAD ROAD;
THENCE WITH SAID RIGHT OF WAY LINE, S64°32'49"W, A DISTANCE OF 36.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°15'39", HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 49.67 FEET, AND A CHORD BEARING S72°40'39"W, A CHORD DISTANCE OF 49.50 FEET;
THENCE WITH THE EXTENDED WEST LINE OF LOT 161, BENT GRASS RESIDENTIAL FILING NO. 2, S09°11'31"E, A DISTANCE OF 158.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 161;
THENCE WITH THE NORTH LINE OF LOT 168, BENT GRASS RESIDENTIAL FILING NO. 2, S65°21'22"W, A DISTANCE OF 4.05 FEET TO AN ANGLE POINT IN SAID LOT LINE;
THENCE CONTINUING WITH THE NORTH LINE OF SAID LOT 168, S88°48'49"W, A DISTANCE OF 14.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 168;
THENCE WITH THE WEST LINE OF SAID LOT 168, S01°11'11"E, A DISTANCE OF 107.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 168, SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF WILLMORE DRIVE;
THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, S07°51'55"W, A DISTANCE OF 62.94 FEET TO THE NORTHWEST CORNER OF LOT 178, BENT GRASS RESIDENTIAL FILING NO. 2;
THENCE WITH THE WEST LINE OF SAID LOT 178, S07°58'50"E, A DISTANCE OF 126.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 178, SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
THENCE WITH THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE AND SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9°25'11", HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 86.31 FEET, AND A CHORD BEARING S84°47'37"W, A CHORD DISTANCE OF 86.21 FEET;
THENCE CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF BENT GRASS MEADOWS DRIVE, S89°30'12"W, A DISTANCE OF 256.79 FEET TO THE SOUTHEAST CORNER OF TRACT E, FALCON MEADOWS AT BENT GRASS FILING NO. 2;

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE WITH THE BOUNDARY OF SAID TRACT E, FALCON MEADOWS AT BENT GRASS FILING NO. 2, THE FOLLOWING 10 COURSES: 1) N27°22'40"E, A DISTANCE OF 143.51 FEET; 2) N04°47'47"E, A DISTANCE OF 94.40 FEET; 3) N16°48'19"W, A DISTANCE OF 98.31 FEET; 4) N12°15'03"W, A DISTANCE OF 78.86 FEET; 5) N07°25'43"W, A DISTANCE OF 64.83 FEET; 6) S02°46'30"E, A DISTANCE OF 23.36 FEET; 7) S01°59'13"W, A DISTANCE OF 158.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 8) WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°33'31", HAVING A RADIUS OF 133.00 FEET, AN ARC LENGTH OF 47.72 FEET, AND A CHORD BEARING S12°15'59"W, A CHORD DISTANCE OF 47.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; 9) WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 9°03'17", HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 35.87 FEET, AND A CHORD BEARING S18°01'06"W, A CHORD DISTANCE OF 35.84 FEET; 10) S90°00'00"W, A DISTANCE OF 104.05 FEET TO A POINT ON TH EAST RIGHT OF WAY LINE OF HENZLEE PLACE; THENCE WITH THE EAST RIGHT OF WAY LINE OF HENZLEE PLACE, N00°29'48"W, A DISTANCE OF 15.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING WITH THE EAST RIGHT OF WAY LINE OF HENZLEE PLACE AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°11'15", HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 26.42 FEET, AND A CHORD BEARING N01°05'49"E, A CHORD DISTANCE OF 26.42 FEET; THENCE CONTINUING WITH THE EXTENDED EAST RIGHT OF WAY LINE OF HENZLEE PLACE, N02°41'25"E, A DISTANCE OF 85.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°12'03", HAVING A RADIUS OF 524.46 FEET, AN ARC LENGTH OF 29.30 FEET, AND A CHORD BEARING N01°05'30"E, A CHORD DISTANCE OF 29.29 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HENZLEE PLACE; THENCE WITH THE EAST RIGHT OF WAY LINE OF HENZLEE PLACE THE FOLLOWING 3 COURSES: 1) N00°30'26"W, A DISTANCE OF 322.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°24'56", HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 38.76 FEET, AND A CHORD BEARING N21°42'02"E, A CHORD DISTANCE OF 37.80 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; 3) WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 134°24'55", HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 129.03 FEET, AND A CHORD BEARING N23°17'58"W, A CHORD DISTANCE OF 101.41 FEET TO A POINT ON THE WEST LINE OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2; THENCE WITH THE WEST LINE OF SAID TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2, N00°24'55"E, A DISTANCE OF 135.43 TO THE POINT OF BEGINNING.

TOGETHER WITH SAID TRACT C, FALCON MEADOWS AT BENT GRASS FILING NO. 1,

COUNTY OF EL PASO, STATE OF COLORADO.

For Informational Purposes Only: TBD Henzlee Place, CO
TBD Bent Grass Meadows Drive, CO
8030 Bent Grass Meadows Drive, CO
TBD Bent Grass Meadows Drive, CO

APN: 5301301054, 5301201061, 5301201062, 5301201063

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1752589

Requirements

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. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
6. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

- 8.

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:

Warranty Deed recorded May 19, 2021, [as Reception No. 221099312](#). Other Deeds recorded July 2, 2019, [as Reception No. 219074561](#). Warranty Deed recorded July 2, 2019, [as Reception No. 219074560](#).

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1752589

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. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. 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](#). 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.
10. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 09, 1964, IN [BOOK 2033 AT PAGE 442](#).

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11. 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](#).
12. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLTAKI AND MYRLE F. HLATKI AS CONTAINED IN DEED RECORDED NOVEMBER 20, 1978 IN [BOOK 3110 AT PAGE 614](#).
13. 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](#).
14. RIGHT OF WAY DEED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION RECORDED DECEMBER 21, 1979 [in Book 3265 at Page 517 as Reception No. 629308](#).
15. 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 IN [BOOK 3380 AT PAGE 675](#) AND RECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 582](#) AND IN [BOOK 3404 AT PAGE 587](#).
16. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED JULY 10, 2003, UNDER RECEPTION NO. [203158843](#)
17. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, RECORDED DECEMBER 12, 2003 UNDER RECEPTION NO. [203286253](#), AND RESOLUTION RECORDED JANUARY 23, 2004 UNDER RECEPTION NO. [204013207](#), AND RECORDED FEBRUARY 11, 2011, UNDER RECEPTION NO. [211015822](#).
18. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED JULY 10, 2003, UNDER RECEPTION NO. [as Reception No. 203158844](#).
19. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED JULY 10, 2003, UNDER RECEPTION NO. [as Reception No. 203158845](#).
20. THE EFFECT OF ORDER FOR INCLUSION OF REAL PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, RECORDED JANUARY 29, 2004, UNDER RECEPTION NO. [204016142](#).
21. THE EFFECT OF RESOLUTION NO. 04-501, RECORDED JANUARY 24, 2005, UNDER RECEPTION NO. [205011638](#).
22. EFFECTS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 UNDER RECEPTION NO. [205048369](#), RECEPTION NO. [205048370](#) AND RECEPTION NO. [205048371](#).

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23. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THOSE SPECIAL WARRANTY DEEDS RECORDED APRIL 8, 2005 UNDER RECEPTION NO. [205050350](#) AND RECEPTION NO. [205050349](#).
24. 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](#).
25. EFFECT OF RESOLUTION NO. 07-133 REGARDING REZONING RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072586](#).
26. EFFECT OF RESOLUTION NO. 07-134 REGARDING REZONING RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072587](#).
27. EFFECT OF RESOLUTION NO. 07-135 REGARDING THE BENT GRASS PRELIMINARY PLAN RECORDED MAY 30, 2007 UNDER RECEPTION NO. [207072588](#).
28. EFFECT OF BENT GRASS OVERALL PUD DEVELOPMENT PLAN MAP RECORDED JUNE 4, 2007 UNDER RECEPTION NO. [207074523](#).
29. EFFECT OF BENT GRASS PHASE ONE SITE-SPECIFIC PUD DEVELOPMENT PLAN RECORDED JUNE 4, 2007 UNDER RECEPTION NO. [207074524](#).
30. EFFECT OF RESOLUTION NO. 07-388 REGARDING BENT GRASS METROPOLITAN DISTRICT RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. [207124524](#).
31. 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](#).
32. THE EFFECT OF EL PASO COUNTY SPECIAL DISTRICT ANNUAL REPORT AND DISCLOSURE FORM, RECORDED AUGUST 07, 2013, UNDER RECEPTION NO. [213101580](#).
33. THE EFFECT OF RESOLUTION NO. 14-260, RECORDED JULY 23, 2014, UNDER RECEPTION NO. [214065375](#).
34. THE EFFECT OF RESOLUTION NO. 14-259, RECORDED JULY 23, 2014, UNDER RECEPTION NO. [214065376](#).
35. THE EFFECT OF BENT GRASS PLANNED UNIT DEVELOPMENT PLAN AMENDMENT, RECORDED JULY 30, 2014, UNDER RECEPTION NO. [214068054](#).

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36. 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](#).
37. THE EFFECT OF RESOLUTION NO. 20-161, RECORDED MAY 1, 2020, UNDER RECEPTION NO. [220059740](#).
38. THE EFFECT OF GRANT OF RIGHT OF WAY RECORDED JUNE 10, 2020, UNDER RECEPTION NO. [220080038](#).
39. NOTES, EASEMENTS AND RESTRICTIONS AS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED AUGUST 4, 2020 AT RECEPTION NO. [220714559](#).
40. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS, (INCLUDING COMMON EXPENSES, FEES AND COSTS UNDER THE COMMON INTEREST OWNERSHIP ACT) EASEMENTS AND RESTRICTIONS, IF ANY, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, (DELETING ANY RESTRICTIONS INDICATING ANY PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN) AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 2, 2020 AT RECEPTION NO. [220195623](#).
41. ESCROW AGREEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115826](#).
42. SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115827](#).
43. PUBLIC RIGHT OF WAY LICENSE AGREEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115828](#).
44. PRIVATE DETENTION BASIN/ MAINTENANCE AGREEMENT AND EASEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115829](#).
45. STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115830](#).
46. STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED AUGUST August 4, 2020 [as Reception No. 220115831](#).
47. STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED AUGUST 4, 2020 [as Reception No. 220115832](#).
48. ALL MATTERS SHOWN ON THE PLAT OF BENT GRASS RESIDENTIAL FILING NO. 2 RECORDED AUGUST 11, 2020 [in Book 120 at Page 139](#).
49. GRANT OF RIGHT OF WAY RECORDED AUGUST 24, 2020 [as Reception No. 220128548](#).
50. RESOLUTION NO. 21-294 RECORDED JULY 28, 2021 [as Reception No. 221142939](#).
51. ALL MATTERS SHOWN ON THE PLAT RECORDED OCTOBER 6, 2021 [as Reception No. 221186560](#).

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52. ALL MATTERS SHOWN ON THE PLAT RECORDED OCTOBER 12, 2021 [in Book 121 at Page 211](#).
53. APPROVAL OF FINAL PLAT FOR FALCON MEADOWS AT BENT GRASS FILING NO. 1 RECORDED DECEMBER 17, 2021 [as Reception No. 221229292](#).
54. SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 22, 2021 [as Reception No. 221232312](#).
55. FALCON MEADOWS AT BENT GRASS FILING NO. 1 ESCROW AGREEMENT RECORDED DECEMBER 22, 2021 [as Reception No. 221232313](#).
56. STORMWATER DRAINAGE MAINTENANCE AGREEMENT AND EASEMENT RECORDED DECEMBER 22, 2021 [as Reception No. 221232318](#).
57. ALL MATTERS SHOWN ON THE PLAT OF FALCON MEADOWS AT BENT GRASS FILING NO. 1 RECORDED JANUARY 10, 2022 [in Book 121 at Page 274](#).
58. APPROVAL OF FINAL PLAT FOR FALCON MEADOWS AT BENT GRASS FILING NO. 2 RECORDED MAY 9, 2022 [as Reception No. 222065021](#).
59. ALL MATTERS SHOWN ON THE PLAT OF FALCON MEADOWS AT BENT GRASS FILING NO. 2. (NOT RECORDED)

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DISCLOSURES

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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 8-1-2, 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 Stewart Title Company dba Legacy Title, A Division of Stewart 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 unfiled 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.