

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

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

Schedule (Account) No: 52000-00-264

2021 TAXES PAYABLE 2022

Owner Per Tax Record: TURKEY CANON QUARRY INC

Property Type: Real Estate
 Property Location: BLACK FOREST RD
 Property Description: TRACT IN SW4 AND SW4SE4 OF SEC 32-12-65 AS FOLS: COM
 AT SW COR OF SD SEC 32, TH N 89<23'57" E 30.0 FT TO A
 PT ON ELY R/W LN OF BLACK FOREST RD FOR POB, TH N
 >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	292770
Improvement	\$	0
TOTAL	\$	292770

<u>Tax District: JCD</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007120	2084.52
EPC ROAD & BRIDGE (UNSHARED)	0.000330	96.61
ACADEMY SCHOOL NO 20 - GEN	0.039636	11604.24
ACADEMY SCHOOL NO 20 - BOND	0.016871	4939.32
PIKES PEAK LIBRARY	0.003490	1021.77
BLACK FOREST FIRE PROTECTION	0.014500	4245.16
El Paso County TABOR Refund	0.000000	-220.75
TOTAL	0.081947	23770.87

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

Balance due on 2021 taxes: 0.00

Amount due valid through SEPTEMBER 30th, 2022 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 06th day of SEPTEMBER A.D. 2022

Issued to: elpasoco\CALBlackknight01 Black Knight

Mark Lowderman
Treasurer, El Paso County

412360
Fee for issuing this certificate \$10.00 20220906 73610

By: 



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55107647-4**

Date: **10/03/2022**

Property Address: **PROPOSED STONEBRIDGE 1, COLORADO SPRINGS, CO**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Kristen DeHerrera
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0243 (Work)
(877) 334-2012 (Work Fax)
kdeherrera@ltgc.com
Contact License: CO463794
Company License: CO44565

Closing Processor

Chris Himes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 386-0534 (Work)
(877) 334-2012 (Work Fax)
chimes@ltgc.com
Company License: CO44565

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

STONEBRIDGE LEGACY, LLC
Attention: MATT BOHANNON
5915 SILVER SPRINGS DRIVE, BUILDING 2
EL PASO, TX 79912
(915) 833-3332 (Work)
mbohannon@bohannondevelopment.com
Delivered via: Electronic Mail

MASON LAND SOLUTIONS
Attention: LISA HIPPS
17 S WAHSATCH AVE
COLORADO SPRINGS, CO 80903
(719) 634-0404 (Cell)
lisa@masonlandsol.com
Delivered via: Electronic Mail

STONEBRIDGE LEGACY, LLC
Attention: ALEJANDRO LOPEZ
(915) 319-0573 (Work)
alejandro.lopez@stonebridgelegacy.com
Delivered via: Electronic Mail

JRO LAND COMPANY
Attention: JAY O'SULLIVAN
17 SOUTH WAHSATCH AVE
COLORADO SPRINGS, CO 80903
(719) 362-6795 (Work)
jay@jrolandco.com
Delivered via: Electronic Mail

TURKEY CANON QUARRY, INC.
Attention: JAMES F. MORLEY
20 BOULDER CRESCENT, SUITE 100
COLORADO SPRINGS, CO 80903
(719) 491-3024 (Cell)
jmorley3870@aol.com
Delivered via: Electronic Mail

SCOTT HULSE PC
Attention: W. DAVID BERNARD, ESQ.
ONE SAN JACINTO PLAZA
201 E. MAIN
EL PASO, TX 79901
(915) 533-2493 (Work)
(915) 546-8333 (Work Fax)
dber@scotthulse.com
Delivered via: Electronic Mail

MASON LAND SOLUTIONS
Attention: JACK MASON
17 S WAHSATCH AVE
COLORADO SPRINGS, CO 80903
(719) 332-2556 (Work)
jack@masonlandsol.com
Delivered via: Electronic Mail

MULLIKEN WEINER BERG & JOLIVET PC
Attention: SARA FREAR
102 S TEJON #900
COLORADO SPRINGS, CO 80903
(719) 635-8750 (Work)
(719) 635-8706 (Work Fax)
sfrear@mullikenlaw.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55107647-4** Date: **10/03/2022**
Property Address: **PROPOSED STONEBRIDGE 1, COLORADO SPRINGS, CO**
Parties: **STONEBRIDGE LEGACY, LLC, A TEXAS LIMITED LIABILITY COMPANY**
TURKEY CANON QUARRY, INC., A COLORADO CORPORATION

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$9,650.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate TAX ACCT #5200000264	\$27.00
	Total \$9,777.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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 effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 05/21/2018 under reception no. 218057748](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55107647-4

Property Address:

PROPOSED STONEBRIDGE 1, COLORADO SPRINGS, CO

1. Effective Date:

09/07/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate

\$11,081,664.00

Proposed Insured:

STONEBRIDGE LEGACY, LLC, A TEXAS LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

TURKEY CANON QUARRY, INC., A COLORADO CORPORATION

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

PROPOSED ZONE STONEBRIDGE 1

PROPERTY DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,

COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32,

TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP

STAMPED "LS 10376" AT THE EAST END AND A 2-1/2" ALUMINUM CAP STAMPED "LS 4842" AT THE WEST END,

SAID LINE BEING ASSUMED TO BEAR S89°14'13"W.

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 32;

THENCE ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, N89°14'13"E A DISTANCE OF 816.32 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VOLLMER

ROAD;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, N34°04'17"E A DISTANCE OF 259.29 FEET TO THE POINT OF

BEGINNING;

THENCE N55°55'42"W A DISTANCE OF 490.63 FEET;

THENCE N87°41'24"W A DISTANCE OF 228.83 FEET;

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55107647-4

THENCE N75°30'36"W A DISTANCE OF 307.08 FEET;
THENCE N28°05'30"E A DISTANCE OF 35.79 FEET, TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 605.00 FEET, A CENTRAL
ANGLE OF
28°46'54" AND AN ARC LENGTH OF 303.91 FEET, TO A POINT OF TANGENT;
THENCE N00°41'24"W A DISTANCE OF 198.54 FEET;
THENCE N89°18'36"E A DISTANCE OF 393.21 FEET, TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1146.50 FEET, A CENTRAL
ANGLE OF
41°02'55" AND AN ARC LENGTH OF 821.39 FEET, TO A POINT OF TANGENT;
THENCE S49°38'29"E A DISTANCE OF 51.96 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE
OF TAHITI
DRIVE AS PLATTED IN HOLIDAY HILLS NO. 1 RECORDED IN BOOK E-2 AT PAGE 12 IN THE RECORDS OF
THE EL
PASO COUNTY CLERK AND RECORDER;
THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, S00°09'11"E A DISTANCE OF 162.66 FEET, TO A
POINT ON
THE NORTHERLY RIGHT-OF-WAY LINE OF SAID VOLLMER ROAD;
THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, S34°04'17"W A DISTANCE OF 504.76 FEET, TO
THE POINT OF
BEGINNING.
CONTAINING A CALCULATED AREA OF 690,132 SQUARE FEET OR 15.8432 ACRES.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55107647-4

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. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
2. PARTIAL RELEASE OF DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED MAY 10, 2021, FROM SR LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY, SR COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, TURKEY CANON QUARRY, INC., A COLORADO CORPORATION, SR WATER LLC, A COLORADO LIMITED LIABILITY COMPANY, AND SR SEWER LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF STERLING COLORADO INCA, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$20,000,000.00 RECORDED MAY 14, 2021, UNDER RECEPTION NO. [221096380](#).

NOTICE PROHIBITING ENCUMBRANCES IN CONNECTION WITH SAID DEED OF TRUST RECORDED MAY 14, 2021 UNDER RECEPTION NO. [221096383](#).

COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS IN CONNECTION WITH SAID DEED OF TRUST RECORDED MAY 14, 2021 UNDER RECEPTION NO. [221096381](#).

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. [222117141](#).

3. PARTIAL TERMINATION OF FINANCING STATEMENT BY STERLING COLORADO INCA, LLC, THE SECURED PARTY, RECORDED MAY 14, 2021, UNDER RECEPTION NO. [221096382](#).

AMENDMENTS IN CONNECTION WITH SAID FINANCING STATEMENT RECORDED MAY 23, 2022 UNDER RECEPTION NO. [222071423](#), RECORDED MAY 23, 2022 UNDER RECEPTION NO. [222071612](#) AND RECORDED AUGUST 09, 2022 UNDER RECEPTION NO. [222105548](#).

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR STONEBRIDGE LEGACY, LLC, A TEXAS LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55107647-4

All of the following Requirements must be met:

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF STONEBRIDGE LEGACY, LLC AS A TEXAS LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

7. SPECIAL WARRANTY DEED FROM TURKEY CANON QUARRY, INC., A COLORADO CORPORATION TO STONEBRIDGE LEGACY, LLC, A TEXAS LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

8. CERTIFIED COPY OF RESOLUTION OF THE GOVERNING BOARD OF THE TURKEY CANON QUARRY, INC., A COLORADO CORPORATION (AUTHORIZING THE SALE OF THE SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS) AND RECITING THAT THE BOARD HAS BEEN DULY AUTHORIZED IN THE PREMISES BY THE CORPORATION. SAID RESOLUTION MUST BE PROPERLY CERTIFIED BY AN OFFICER OF THE CORPORATION. SAID RESOLUTION MUST BE SUBMITTED TO AND APPROVED BY LAND TITLE GUARANTEE COMPANY BUT NEED NOT BE RECORDED.

9. PROVIDE LAND TITLE GUARANTEE COMPANY WITH WRITTEN CONFIRMATION EXECUTED BY TURKEY CANON QUARRY, INC., A COLORADO CORPORATION TO CONFIRM THAT NO CONSTRUCTION HAS OCCURRED IN THE LAST 120 DAYS.

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

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55107647-4

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF TURKEY CANON QUARRY, INC., A COLORADO CORPORATION.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF STONEBRIDGE LEGACY, LLC, A TEXAS LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2021 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

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

Order Number: [SC55107647-4](#)

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 TENANCIES.**
- 9. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES FILED WITH THE COLORADO BUREAU OF LAND MANAGEMENT LAND PATENTS RECORDED JULY 25, 1873 UNDER RECEPTION NO. [197](#) AND RECORDED MARCH 21, 1881 UNDER RECEPTION NO. [2072](#) (AS OUR ESI [35172396](#))**
- 10. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE [78](#) AND RECORDED JUNE 20, 1917 IN BOOK 571 AT PAGE [55](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.**
- 11. RIGHT OF WAY 60 FEET IN WIDTH, FOR THE PURPOSE OF EGRESS, INGRESS AND UTILITY LINES GRANTED TO FINIS E. WANDELL AND DARRELL J. ROBERTS IN DEED RECORDED DECEMBER 04, 1962 IN BOOK 1936 AT PAGE [807](#).**
- 12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED DECEMBER 26, 1962 IN BOOK 1939 AT PAGE [589](#) AND ASSIGNMENT RECORDED SEPTEMBER 18, 1969 IN BOOK 2310 AT PAGE [627](#).**

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

Order Number: [SC55107647-4](#)

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED FEBRUARY 04, 1971 IN BOOK 2388 AT PAGE [216](#).
 14. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE BLACK FOREST FIRE/RESCUE DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 21, 1975, IN BOOK 2772 AT PAGE [121](#) AND AUGUST 28, 1980 IN BOOK 3333 AT PAGE [799](#). NOTICES OF SPECIAL DISTRICT AUTHORIZATION OR ISSUANCE OF GENERAL OBLIGATION INDEBTEDNESS RECORDED DECEMBER 17, 2001 UNDER RECEPTION NO. [201185017](#) AND MAY 20, 2011 UNDER RECEPTION NO. [211049996](#).
 15. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 09, 1983 IN BOOK 3718 AT PAGE [812](#).
 16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED DECEMBER 12, 1983 IN BOOK 3812 AT PAGE [1432](#).
- NOTE: MEMORANDUM FO ALL INTERESTED PARTIES IN CONNECTION WITH SAID RIGHT OF WAY RECORDED MAY 10, 2022 UNDER RECEPTION NO. [222065262](#).
17. THE EFFECT OF RESOLUTION NO. 92-14, LAND USE-2 BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO, COLORADO RECORDED FEBRUARY 24, 1992 IN BOOK 5938 AT PAGE [1254](#).
 18. RIGHTS OF OTHERS IN AND TO THE CONTINUED AND UNINTERRUPTED FLOW OF SAND CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY.
 19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE PROHIBITING ENCUMBRANCES RECORDED MAY 14, 2021 UNDER RECEPTION NO. [22196383](#).
 20. TERMS, CONDITIONS, AND PROVISIONS 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](#).
 21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED AUGUST 05, 2022 UNDER RECEPTION NO. [222104629](#).
 22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE EXECUTIVE BOARD OF THE FALCON AREA WATER AND WASTEWATER AUTHORITY, IMPOSING FEES RECORDED AUGUST 18, 2022 UNDER RECEPTION NO. [222109714](#) AND THE FIRST AMENDMENT TO RESOLUTION OF THE EXECUTIVE BOARD OF THE FALCON AREA WATER AND WASTEWATER AUTHORITY, IMPOSING FEES RECORDED AUGUST 19, 2022 UNDER RECEPTION NO. [222110514](#).



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 10-1-11(4)(a)(1), 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 GUARANTEE COMPANY OF SUMMIT COUNTY
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
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C. Monroe* President

Attest  *David Wold* 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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