



## 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: **RND55112576**

Date: **07/12/2023**

Property Address: **STERLING RANCH EAST OF SAND CREEK 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](mailto:rohayes@ltgc.com)

---

### Agent for Seller

CLASSIC CONSULTING ENGINEERS &  
SURVEYORS LLC  
Attention: BOB MEADOWS  
619 N CASCADE AVE #200  
COLORADO SPRINGS, CO 80903  
(719) 785-0790 (Work)  
(719) 785-0799 (Work Fax)  
BMeadows@classicconsulting.net  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** RND55112576

**Date:** 07/12/2023

**Property Address:** STERLING RANCH EAST OF SAND CREEK, COLORADO SPRINGS, CO 80908

**Seller(s):** CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY AND ARTESIA LOT HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND VANTAGE HOMES CORP., A COLORADO CORPORATION

**Buyer(s):** A PURCHASER 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](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$279.00
<b>TOTAL</b>	<b>\$279.00</b>

**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. 221232615](#)
- [El Paso county recorded 12/22/2021 under reception no. 221232468](#)
- [El Paso county recorded 12/22/2021 under reception no. 221232399](#)
- [El Paso county recorded 12/22/2021 under reception no. 221232398](#)
- [El Paso county recorded 12/22/2021 under reception no. 221232397](#)
- [El Paso county recorded 08/31/2017 under reception no. 217105378](#)
- [El Paso county recorded 05/04/2017 under reception no. 217051682](#)
- [El Paso county recorded 03/29/2006 under reception no. 206045408](#)
- [El Paso county recorded 11/04/2020 under reception no. 220177525](#)

Plat Map(s):

- [El Paso county recorded 10/27/2020 under reception no. 220714612](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: RND55112576**

**Property Address:**

STERLING RANCH EAST OF SAND CREEK, COLORADO SPRINGS, CO 80908

**1. Effective Date:**

06/27/2023 at 5:00 PM

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$5,000.00

Proposed Insured:

A PURCHASER 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 AND ARTESIA LOT HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND VANTAGE HOMES CORP., A COLORADO CORPORATION

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

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING AN ANGLE POINT IN THE BOUNDARY OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. [220714653](#) RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°53'18"E, ON THE WESTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1316.78 FEET;

THENCE N87°35'00"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN A DISTANCE OF 693.40 FEET TO THE SOUTHEASTERLY CORNER OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE N87°35'00"E, ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 A DISTANCE OF 639.38 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 27;

THENCE N00°54'30"W ON THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 27 A DISTANCE OF 3925.63 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 27;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: RND55112576**

THENCE N88°38'53"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1330.89 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE N89°05'33"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 665.29 FEET TO THE WEST-EAST SIXTY-FOURTH CORNER OF SAID SECTION 27 AND SAID SECTION 22, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S01°01'59"E, ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 27 A DISTANCE OF 5174.84 FEET TO THE WEST-EAST SIXTY-FOURTH CORNER OF SAID SECTION 27 AND SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE N87°09'09"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 574.82 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 27 AND SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S00°13'01"E, ON THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 34 A DISTANCE OF 5407.24 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 34 AND SECTION 3, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S89°14'26"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 1349.45 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE S89°14'14"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2722.56 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE S89°13'48"W, ON THE SOUTH LINE OF SECTION 33 TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A DISTANCE OF 1401.41 FEET;

THENCE S89°04'30"W, ON THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1646.85 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 31, 2014 UNDER RECEPTION NO. [214100607](#);

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL A THE FOLLOWING (8) EIGHT COURSES;

1. N35°56'43"E, A DISTANCE OF 113.88 FEET;
2. N78°47'17"E, A DISTANCE OF 182.32 FEET;
3. N54°45'26"E, A DISTANCE OF 199.63 FEET;
4. N30°01'27"W, A DISTANCE OF 151.07 FEET;
5. N05°59'16"W, A DISTANCE OF 253.00 FEET;
6. N17°59'13"E, A DISTANCE OF 156.80 FEET;
7. N40°32'14"W, A DISTANCE OF 104.08 FEET;
8. N76°13'42"W, A DISTANCE OF 113.48 FEET TO THE SOUTHEASTERLY CORNER OF TRACT D AS PLATTED IN STERLING RANCH FILING NO. 1 RECORDED MAY 30, 2018 UNDER RECEPTION NO. [218714151](#);

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT D THE FOLLOWING (27) TWENTY-SEVEN COURSES;

1. N76°13'42"W, A DISTANCE OF 278.31 FEET;
2. N17°53'47"W, A DISTANCE OF 105.91 FEET;
3. N46°52'24"E, A DISTANCE OF 128.28 FEET;
4. N15°27'56"W, A DISTANCE OF 241.77 FEET;
5. N00°53'19"W, A DISTANCE OF 131.63 FEET;
6. N35°47'33"E, A DISTANCE OF 139.61 FEET;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: RND55112576**

7. N46°04'45"E, A DISTANCE OF 252.38 FEET;  
8. N60°18'33"E, A DISTANCE OF 166.84 FEET;  
9. N65°39'18"E, A DISTANCE OF 252.42 FEET;  
10. N02°44'27"E, A DISTANCE OF 452.46 FEET;  
11. N26°06'12"W, A DISTANCE OF 393.42 FEET;  
12. N04°22'24"W, DISTANCE OF 296.69 FEET;  
13. N13°28'59"E, A DISTANCE OF 371.46 FEET;  
14. S88°53'18"E, A DISTANCE OF 56.14 FEET;  
15. S19°39'33"E, A DISTANCE OF 163.51 FEET;  
16. S50°40'25"E, A DISTANCE OF 72.52 FEET;  
17. N50°58'40"E, A DISTANCE OF 94.24 FEET;  
18. N40°27'16"E, A DISTANCE OF 150.60 FEET;  
19. N65°02'48"E, A DISTANCE OF 632.56 FEET;  
20. N87°30'37"E, A DISTANCE OF 117.08 FEET;  
21. N59°31'52"E, A DISTANCE OF 178.71 FEET;  
22. N00°14'13"E, A DISTANCE OF 243.48 FEET;  
23. N31°50'18"E, A DISTANCE OF 229.19 FEET;  
24. N42°37'17"E, A DISTANCE OF 138.57 FEET;  
25. N14°40'14"W, A DISTANCE OF 112.26 FEET;  
26. N39°33'48"E, A DISTANCE OF 15.00 FEET  
27. N50°26'12"W, A DISTANCE OF 89.48 FEET TO THE NORTHEASTERLY CORNER OF TRACT B AS PLATTED IN SAID STERLING RANCH FILING NO. 1;

THENCE N50°26'12"W, ON THE NORTHERLY BOUNDARY OF SAID TRACT B A DISTANCE OF 676.65 FEET TO THE SOUTHEASTERLY CORNER OF BRIARGATE PARKWAY AS PLATTED IN SAID STERLING RANCH FILING NO. 1;

THENCE N39°33'48"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID BRIARGATE PARKWAY DISTANCE OF 130.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 31, 2014 UNDER RECEPTION NO. [214100607](#);

THENCE ON THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID TRACT B THE FOLLOWING (21) TWENTY-ONE COURSES;

1. S50°26'12"E, A DISTANCE OF 528.23 FEET;  
2. N01°38'45"W, A DISTANCE OF 162.43 FEET;  
3. N12°02'49"E, A DISTANCE OF 98.11 FEET;  
4. N24°36'52"E, A DISTANCE OF 161.87 FEET;  
5. N29°30'49"E, A DISTANCE OF 240.16 FEET;  
6. N01°37'42"E, A DISTANCE OF 124.40 FEET;  
7. N43°15'02"E, A DISTANCE OF 394.30 FEET;  
8. S89°02'45"E, A DISTANCE OF 390.33 FEET;  
9. N03°59'10"W, A DISTANCE OF 264.69 FEET;  
10. N40°46'13"E, A DISTANCE OF 162.69 FEET;  
11. N55°47'29"E, A DISTANCE OF 233.14 FEET;  
12. N26°28'12"E, A DISTANCE OF 345.04 FEET;  
13. N17°38'20"E, A DISTANCE OF 312.28 FEET;  
14. N19°09'07"W, A DISTANCE OF 155.42 FEET;  
15. N08°22'17"W, A DISTANCE OF 157.75 FEET;  
16. N09°10'39"E, A DISTANCE OF 166.63 FEET;  
17. N17°17'43"W, A DISTANCE OF 155.83 FEET;  
18. N17°14'41"W, A DISTANCE OF 84.16 FEET;  
19. N17°40'07"E, A DISTANCE OF 65.20 FEET;  
20. N36°36'59"E, A DISTANCE OF 139.21 FEET;  
21. N20°41'57"W, A DISTANCE OF 261.07 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: RND55112576

RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE N89°08'28"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 A DISTANCE OF 128.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND;

MVEA SUBSTATION AS PLATTED IN MVEA SUBSTATION AT STERLING RANCH EXEMPTION SURVEY PLAT RECORDED MARCH 1, 2021 UNDER RECEPTION NO. [221714681](#) RECORDS OF EL PASO COUNTY, COLORADO.

LEGAL DESCRIPTION STATEMENT:

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

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

Copyright 2006-2023 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND55112576

**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. RELEASE OF DEED OF TRUST DATED DECEMBER 15, 2021 FROM VANTAGE HOMES CORP. TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF G3 FUNDING, LLC TO SECURE THE SUM OF \$2,500,000.00 RECORDED DECEMBER 22, 2021, UNDER RECEPTION NO. [221232469](#).
2. RELEASE OF DEED OF TRUST DATED DECEMBER 15, 2021 FROM VANTAGE HOMES CORP. TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF BJ FUNDING, LLC TO SECURE THE SUM OF \$2,500,000.00 RECORDED DECEMBER 22, 2021, UNDER RECEPTION NO. [221232470](#).
3. RELEASE OF DEED OF TRUST DATED DECEMBER 15, 2021 FROM VANTAGE HOMES CORP. TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF PT FUNDING, LLC TO SECURE THE SUM OF \$1,000,000.00 RECORDED DECEMBER 22, 2021, UNDER RECEPTION NO. [221232471](#).
4. RELEASE OF SUPPLEMENTAL DEED OF TRUST DATED DECEMBER 20, 2021 FROM ARTESIA LOT HOLDINGS, LLC TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF WELLS FARGO BANK, NATIONAL ASSOCIATION TO SECURE THE SUM OF \$11,000,000.00 RECORDED DECEMBER 22, 2021, UNDER RECEPTION NO. [221232616](#).
5. 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.

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ARTESIA LOT HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY RECORDED JANUARY 10, 2023 UNDER RECEPTION NO. [223002335](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES KEVIN EGAN AS CHIEF EXECUTIVE OFFICER, PAUL MILLER AS PRESIDENT AND CHIEF OPERATING OFFICER, STAN FORREST HARTLEY AS LAND ACQUISITION MANAGER, TODD FRIANT AS VICE PRESIDENT, SECRETARY AND TREASURER, AND/OR TRACY DAVIS AS THE EXECUTIVE ASSISTANT 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.

7. 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.

8. WARRANTY DEED FROM CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY AND ARTESIA LOT HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND VANTAGE HOMES CORP., A COLORADO CORPORATION TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND55112576

**All of the following Requirements must be met:**

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 2022 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2023, 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.



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

Order Number: RND55112576

**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 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.**
- 10. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 17, 1886, IN BOOK 72 AT PAGE [51](#), AND RECORDED NOVEMBER 16, 1886 IN BOOK 72 AT PAGE [81](#), AND RECORDED JANUARY 16, 1885 IN BOOK 35 AT PAGE [364](#), AND RECORDED NOVEMBER 16, 1886 IN BOOK 72 AT PAGE [78](#).**
- 11. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MAY 14, 1897 IN BOOK 143 AT PAGE [325](#).**
- 12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 15, 1927 IN BOOK 798 AT PAGE [165](#).**

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

**Order Number:** RND55112576

13. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 03, 1954 IN BOOK 1419 AT PAGE [198](#).  
  
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](#).
14. 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](#).
15. 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.
16. 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](#).
17. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED MAY 9, 1983 IN BOOK 3718 AT PAGE [812](#).
18. THE EFFECT OF RESERVATION OF NONTRIBUTARY GROUND WATER, RECORDED MARCH 11, 1986 IN BOOK 5138 AT PAGE [132](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AND AGREEMENT RECORDED MARCH 09, 2001 UNDER RECEPTION NO. [201029151](#).
20. RESTRICTIONS AS CONTAINED IN DEED RECORDED MARCH 29, 2006 UNDER RECEPTION NO. [206045408](#).
21. 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](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED MARCH 21, 2001 UNDER RECEPTION NO. [201034022](#).
23. 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](#).

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

**Order Number:** RND55112576

24. 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](#)

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF 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](#).

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER EASEMENT RECORDED MARCH 14, 2014 UNDER RECEPTION NO. [214021314](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS EASEMENT RECORDED SEPTEMBER 20, 2011 UNDER RECEPTION NO. [91268](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED MARCH 14, 2014 UNDER RECEPTION NO. [214021314](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED MARCH 14, 2014 UNDER RECEPTION NO. [21421315](#), [21421316](#), [21421317](#).
30. TERMS, CONDITIONS AND PROVISIONS OF PERMIT RECORDED JULY 31, 2014 UNDER RECEPTION NO. [214068509](#).
31. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED NOVEMBER 26, 2014 UNDER RECEPTION NO. [214109190](#).
32. 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 NO. [214100440](#), [214100441](#), [214100442](#).

AS AFFECTED BY EASEMENT VACATION AND MODIFICATION RECORDED APRIL 26, 2016 UNDER RECEPTION NO. [21643584](#), [21643585](#).

33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF 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 GUIDELINES 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](#).

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule B, Part II

#### (Exceptions)

Order Number: RND55112576

34. 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 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](#).

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

35. 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 FEBRUARY 14, 2019, UNDER RECEPTION NO. [219016251](#), AND AS AMENDED BY INSTRUMENT RECORDED FEBRUARY 4, 2021 UNDER RECEPTION NO. [221022771](#).

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

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECREE TO CREATE THE RETREAT METROPOLITAN DISTRICTS, RECORDED JUNE 23, 2020 UNDER RECEPTION NO. [22087614](#) AND RECORDED JUNE 23, 2020 UNDER RECEPTION NO. [22087615](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 25, 2020 UNDER RECEPTION O. [220129571](#).
38. THE EFFECT OF EXHIBIT A, RECORDED OCTOBER 27, 2020, UNDER RECEPTION NO. [220172048](#).
39. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SUBDIVISION EXEMPTION WHMD WEST WATER TANK RECORDED OCTOBER 27, 2020 UNDER RECEPTION NO. [220714612](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 30, 2020 UNDER RECEPTION NO. [220174510](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED DECEMBER 23, 2020 UNDER RECEPTION NO. [220210781](#).
42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE STERLING RANCH METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 04, 2021, UNDER RECEPTION NO. [221022452](#), AND RECORDED NOVEMBER 4, 2020 UNDER RECEPTION NO. [220177525](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT RECORDED OCTOBER 30, 2020 UNDER RECEPTION NO. [220174514](#).

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

**Order Number:** RND55112576

44. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED NOVEMBER 12, 2021 PREPARED BY CLASSIC CONSULTING , JOB #1183.02

SAID DOCUMENT STORED AS OUR IMAGE [41778124](#)

- A). ROAD ON PROPERTY WITHOUT APPARENT EASEMENT OR DEDICATION
- B) FENCING IS NOT COINCIDENT TO PROPERTY LINES
- C) EASEMENTS EXTEND OUTSIDE OF DEDICATED AREAS.

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED MARCH 31, 2021 UNDER RECEPTION NO. [22163828](#), [22163829](#), [22163830](#).
46. 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](#).
47. RESERVATIONS OF MINERAL AND WATER RIGHTS AS CONTAINED IN SPECIAL WARRANTY DEEDS RECORDED DECEMBER 22, 2021 UNDER RECEPTION NOS. [221232468](#) AND [221232615](#).
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS 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](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED MARCH 15, 2022 UNDER RECEPTION NO. [22037195](#).
50. THE EFFECT OF RESOLUTION NO. 22-165, RECORDED MAY 18, 2022, UNDER RECEPTION NO. [222069552](#) AND AS AMENDED IN INSTRUMENT RECORDED MAY 25, 2022 UNDER RECEPTION NO. [222072631](#).
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS, GRADING & CONSTRUCTION EASEMENT AGREEMENT RECORDED JUNE 21, 2022 UNDER RECEPTION NO. [222084394](#) AND RE-RECORDED JUNE 27 2022 UNDER RECEPTION NO. [222087076](#).
52. 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](#).
53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF THE EXECUTIVE BOARD OF FALCON AREA WATER AND WASTEWATER AUTHORIT, COUNTY OF EL PASO, STATE OF COLORADO, IMPOSING FEES RECORDED AUGUST 18, 2022 UNDER RECEPTION NO. [22109714](#). FIRST AMENDMENT IN CONNECTION THEREWITH RECORDED AUGUST 19, 2022 UNDER RECEPTION NO. [222110514](#).
54. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE STERLING RANCH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 04, 2022, UNDER RECEPTION NO. [222127448](#).
55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TANK SITE EASEMENT AGREEMENT RECORDED DECEMBER 21, 2022 UNDER RECEPTION NO. [222151810](#).
56. THE EFFECT OF RESOLUTION NO. 23-172, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041031](#).

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

**Order Number:** RND55112576

57. THE EFFECT OF RESOLUTION NO. 23-173, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041032](#).
58. THE EFFECT OF RESOLUTION NO. 23-174, RECORDED MAY 17, 2023, UNDER RECEPTION NO. [223041033](#).
59. 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](#).
60. THE EFFECT OF RESOLUTION NO. 23-183, RECORDED MAY 24, 2023, UNDER RECEPTION NO. [223043432](#).
61. 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](#).

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 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  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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.