

MOUNTAIN VISTA METROPOLITAN DISTRICT

RESOLUTION

ACCEPTING CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, Mountain Vista Metropolitan District, City of Colorado Springs, El Paso County, Colorado (the “District”) is quasi-municipal corporations duly organized and existing as a metropolitan districts under the laws of the State of Colorado including particularly Title 32 of the Colorado Revised Statutes (“CRS”); and

WHEREAS, the District, is authorized to finance the cost of construction and acquisition of public facilities which are designed, constructed, owned and operated by the District; and

WHEREAS, the developers have constructed certain public improvements within Filing 6 of the District;

WHEREAS, the developer, Challenger Homes has assigned and transferred certain public improvements to the District,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICTS AS FOLLOWS:

The District hereby accepts the title to those public improvements set forth in that certain bill of sale dated July 19, 2023. (copy attached)

ADOPTED AND APPROVED THIS 20th DAY OF JULY 2023.

Brian Bahr

President

ATTEST:

CRAIG ANDERSON
CRAIG ANDERSON (Oct 30, 2023 14:33 MDT)

Secretary

EXHIBIT A

Property legally described as:

Tracts A, B, C, D, E, F, G, H I, & J of Enclaves at Mountain Vista Ranch Filing 6

Including but not limited to the following improvements and uses:

Landscaping, drainage, public access, public utilities, public easements, site furnishings, and mailbox kiosks.



Stewart Title Company dba Empire Title, A
Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920
(719) 442-1900
Fax:

Date: September 26, 2023
File Number: 2139049-IO
Property Address: 0 Vacant Land, CO
Buyer/Borrower:

TBD
Delivery Method: Emailed

AE Barnes III, LLC, a Colorado limited liability
company
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 (07-01-2021)

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.

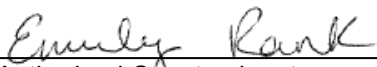
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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.


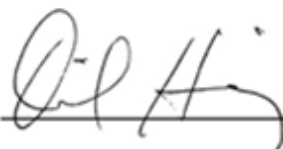
COMMITMENT TO ISSUE POLICY

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 Amount of Insurance 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 Empire
Title, A Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920




Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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ALTA Commitment for Title Insurance (07-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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AMERICAN
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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office: 8605 Explorer Dr., Ste 250, Colorado Springs, CO 80920
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2139049-IO
Issuing Office File Number: 2139049-IO
Property Address: 0 Vacant Land, CO
Revision Number:

1. **Commitment Date:** September 20, 2023 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard
Proposed Insured:

(b) 2021 ALTA® Loan Policy - Standard
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

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

Mountain Vista Metropolitan District

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2139049-IO

Tracts A, B, C, D, E, F, G, H, I and J, Enclaves at Mountain Vista Ranch Filing No. 6, City of Colorado Springs, County of El Paso, State of Colorado.

(Note: All Lots (1-118) have been sold)

For Informational Purposes Only: 0 Vacant Land, CO

APN: 5300000788

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2139049-IO

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:

Quit Claim Deed recorded September 14, 2023, [as Reception No. 223078173](#). Warranty Deed recorded March 18, 2020, [as Reception No. 220038550](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2139049-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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.
(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.
6. Water rights, claims or title to water.
7. Any and all unpaid taxes and assessments and any unredeemed tax sales.
8. RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED MARCH 3, 1861 [in Book 72 at Page 403 as Reception No. 720403](#).
9. RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED MARCH 13, 1861 [in Book 72 at Page 449 as Reception No. 720449](#).
10. RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED JUNE 14, 1861 [in Book 165 at Page 464 as Reception No. 1650464](#).
11. AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED JANUARY 21, 1966 [in Book 2115 at Page 142 as Reception No. 459745](#).

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

12. AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED JANUARY 21, 1966 [in Book 2115 at Page 144 as Reception No. 459746.](#)
13. AMENDMENT TO RIGHT RIGHT OF WAY AGREEMENT RECORDED JUNE 8, 1966 [in Book 2135 at Page 674 as Reception No. 484554.](#)
14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded October 11, 1985 [in Book 5074 at Page 153 as Reception No. 1310431](#), AND AMENDMENTS/MODIFICATIONS THERETO recorded April 6, 1987 [in Book 5344 at Page 749 as Reception No. 1548469](#), recorded April 28, 1987 [in Book 5355 at Page 756 as Reception No. 1558350](#), recorded February 12, 1986 [in Book 5126 at Page 866 as Reception No. 1357010](#), recorded September 17, 1991 [in Book 5882 at Page 619 as Reception No. 2068474](#), recorded April 28, 1987 [in Book 5355 at Page 759 as Reception No. 1558351](#), recorded March 23, 1993 [in Book 6140 at Page 1 as Reception No. 2272473](#), recorded April 6, 1987 [in Book 5344 at Page 774 as Reception No. 1548470](#), recorded May 27, 1997 [as Reception No. 097059374](#), recorded April 6, 1987 [in Book 5344 at Page 743 as Reception No. 1548468](#), recorded October 12, 1988 [in Book 5564 at Page 1228 as Reception No. 1755632.](#)
15. THE EFFECT OF RULE AND ORDER RECORDED SEPTEMBER 26, 1996 [AS RECEPTION NO. 096122762.](#)
16. NONEXCLUSIVE ASSIGNMENT OF EASEMENT RECORDED DECEMBER 12, 2000 [as Reception No. 200148862.](#)
17. RIGHT OF WAY EASEMENT RECORDED MAY 7, 2002 [as Reception No. 202075224.](#)
18. EASEMENT AGREEMENT RECORDED DECEMBER 12, 2003 [as Reception No. 203286573.](#)
19. ASSIGNMENT OF EASEMENTS AND LICENSES RECORDED OCTOBER 12, 2005 [as Reception No. 205161563.](#)
20. UTILITY EASEMENT AGREEMENT RECORDED FEBRUARY 13, 2006 [as Reception No. 206022301.](#)
21. PERMANENT EASEMENT AGREEMENT RECORDED MARCH 28, 2006 [as Reception No. 206044159.](#)
22. WASTEWATER FACILITIES PARTICIPATION, UTILIZATION AND SERVICE AGREEMENT RECORDED OCTOBER 16, 2006 [as Reception No. 206152792.](#)
23. FINDING AND DECREE REGARDING THE MOUNTAIN VISTA METROPOLITAN DISTRICT RECORDED DECEMBER December 5, 2006 [as Reception No. 206176532.](#)
24. PERMANENT EASEMENT AGREEMENT RECORDED DECEMBER 8, 2006 [as Reception No. 206178642.](#)
25. PERMANENT EASEMENT AGREEMENT RECORDED DECEMBER 8, 2006 [as Reception No. 206178643.](#)
26. NOTICE OF SPECIAL DISTRICT DISCLOSURE RECORDED JANUARY 5, 2007 [as Reception No. 207002265.](#)
27. STANDARD AVIIGATION EASEMENT RECORDED OCTOBER 12, 2007 [as Reception No. 207133630.](#)
28. STANDARD AVIGATION EASEMENT RECORDED DECEMBER 18, 2007 [as Reception No. 207160586.](#)

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

29. PERMANENT EASEMENT AGREEMENT RECORDED NOVEMBER 15, 2017 [as Reception No. 217138897](#).
30. PERMANENT EASEMENT AGREEMENT RECORDED JANUARY 4, 2018 [as Reception No. 218001413](#).
31. FINDINGS AND ORDER REGARDING THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT RECORDED FEBRUARY 16, 2018 [as Reception No. 218018555](#).
32. RESOLUTION REGARDING ANNEXATION AGREEMENT RECORDED OCTOBER 18, 2018 [as Reception No. 218121366](#).
33. RATIFICATION AND CONSENT TO AMENDED AND RESTATED BANNING LEWIS RANCH ANNEXATION AGREEMENT RECORDED FEBRUARY 5, 2019 [as Reception No. 219012759](#).
34. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MOUNTAIN VISTA COMMUNITY RECORDED APRIL 17, 2019 [as Reception No. 219040045](#).
35. PERMANENT EASEMENT AGREEMENT RECORDED SEPTEMBER 16, 2019 [as Reception No. 219112124](#).
36. PERMANENT EASEMENT AGREEMENT RECORDED APRIL 17, 2020 [as Reception No. 220052782](#).
37. ALL MATTERS SHOWN ON THE PLAT OF ENCLAVES AT MOUNTAIN VISTA RANCH FILING NO. 6 RECORDED AUGUST 4, 2020 [in Book 120 at Page 133](#).
38. CONSTRUCTION/GRADING EASEMENT AGREEMENT RECORDED SEPTEMBER 17, 2021 [as Reception No. 221174830](#).
39. RESERVATIONS CONTAINED IN UNITED STATES PATENT RECORDED SEPTEMBER 11, 1876 [IN BOOK 20 AT PAGE 319 AS RECEPTION NO. 200319](#).
40. 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](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
41. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 06, 1918 [IN BOOK 165 AT PAGE 319](#).
42. LIQUOR RESTRICTIONS OF RECORD, WHICH CONTAIN A FORFEITURE OR REVERTER CLAUSE, WHICH PROVIDES THAT INTOXICATING LIQUORS SHALL NEVER BE MANUFACTURED, SOLD, OR OTHERWISE DISPOSED OF AS A BEVERAGE IN ANY PLACE OF PUBLIC RESORT IN OR UPON THE PREMISES OR ANY PART THEREOF AS CONTAINED IN DEED RECORDED JANUARY 15, 1912 [IN BOOK 492 AT PAGE 505 AS RECEPTION NO. 4920505](#).

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File No.: 2139049-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

43. RIGHT OF WAY EASEMENT AS GRANTED TO THE COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED AUGUST 24, 1932, [IN BOOK 882 AT PAGE 178 AS RECEPTION NO. 8820178](#).
44. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED DECEMBER 04, 1958 [IN BOOK 1714 AT PAGE 541 AS RECEPTION NO. 92839](#).
45. RIGHT OF WAY AGREEMENT WITH COLORADO INTERSTATE GAS COMPANY, A DELAWARE CORPORATION RECORDED OCTOBER 16, 1963 [IN BOOK 1981 AT PAGE 9 AS RECEPTION NO. 312488](#).
46. RIGHT-OF-WAY EASEMENT AS GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED IN INSTRUMENT RECORDED DECEMBER 01, 1964, [IN BOOK 2046 AT PAGE 703 AS RECEPTION NO. 381368](#).
47. RIGHT OF WAY CONTRACT WITH WYCO PIPE LINE COMPANY A DELAWARE CORPORATION RECORDED APRIL 13, 1966 [IN BOOK 2127 AT PAGE 180 AS RECEPTION NO. 474179](#).
48. RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED NOVEMBER 30, 1978, [IN BOOK 3114 AT PAGE 312 AS RECEPTION NO. 499734](#).
49. ANNEXATION AGREEMENT RECORDED SEPTEMBER 23, 1988 [in Book 5557 at Page 405 as Reception No. 1749337](#). RESOLUTIONS RECORDED OCTOBER 18, 2018 AT RECEPTION NO. 218121366, RATIFICATION RECORDED FEBRUARY 5, 2019 AT RECEPTION NO. 219012759 AND AGREEMENT RECORDED JUNE 11, 2019 AT RECEPTION NO. 219063761.
50. EASEMENTS, RESTRICTIONS, CONDITIONS AND RESERVATIONS AS CONTAINED IN DEED BY AND BETWEEN ARIES PROPERTIES INCORPORATED AND FALCON TRUCKING COMPANY RECORDED OCTOBER 8, 1988 [IN BOOK 5563 AT PAGE 544 AS RECEPTION NO. 1754313](#).
51. EASEMENT RECORDED OCTOBER 7, 1988 [IN BOOK 5563 AT PAGE 571 AS RECEPTION NO. 1754315](#).
52. NOTICE OF SPECIAL DISTRICT DISCLOSURE RECORDED January 5, 2007 [as Reception No. 207002265](#).
53. STANDARD AVIGATION EASEMENT RECORDED October 12, 2007 [as Reception No. 207133630](#).
54. RESOLUTION RECORDED October 18, 2018 [as Reception No. 218121366](#), MODIFICATION RECORDED February 5, 2019 [as Reception No. 219012759](#), MODIFICATION RECORDED June 11, 2019 [as Reception No. 219063761](#).
55. PERMANENT EASEMENT AGREEMENT RECORDED April 17, 2020 [as Reception No. 220052782](#).
56. ALL MATTERS AS SHOWN ON THE PLAT OF ENCLAVES AT MOUNTAIN VISTA RANCH FILING NO. 6 RECORDED August 4, 2020 [in Book 120 at Page 133](#).
57. PERMANENT EASEMENT AGREEMENT RECORDED May 26, 2022 [as Reception No. 222073641](#).
58. PERMANENT EASEMENT AGREEMENT RECORDED May 1, 2023 [as Reception No. 223035065](#).

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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DISCLOSURES

File No.: 2139049-IO

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 Empire 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.










Resolution re public improvements Filing 6 FULL - approved

Final Audit Report

2023-10-31

| | |
|-----------------|--|
| Created: | 2023-10-30 |
| By: | Heather Smith (heather.s@wsdistricts.co) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwRm7ygL_KUS6UkpbA3-FaVgUYttedmmz |

"Resolution re public improvements Filing 6 FULL - approved" History

-  Document created by Heather Smith (heather.s@wsdistricts.co)
2023-10-30 - 6:59:49 PM GMT
-  Document emailed to Brian Bahr (bbahr@goodwinknight.com) for signature
2023-10-30 - 7:00:46 PM GMT
-  Document emailed to anderson@highlandcommercial.com for signature
2023-10-30 - 7:00:47 PM GMT
-  Email viewed by anderson@highlandcommercial.com
2023-10-30 - 8:33:01 PM GMT
-  Signer anderson@highlandcommercial.com entered name at signing as cRAIG aNDERSON
2023-10-30 - 8:33:18 PM GMT
-  Document e-signed by cRAIG aNDERSON (anderson@highlandcommercial.com)
Signature Date: 2023-10-30 - 8:33:20 PM GMT - Time Source: server
-  Email viewed by Brian Bahr (bbahr@goodwinknight.com)
2023-10-31 - 5:28:06 AM GMT
-  Document e-signed by Brian Bahr (bbahr@goodwinknight.com)
Signature Date: 2023-10-31 - 5:28:58 AM GMT - Time Source: server
-  Agreement completed.
2023-10-31 - 5:28:58 AM GMT