

4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

Development Team Review Comments

The following comments have been provided by reviewers of your land use application. At this time, a resubmittal of your application is required before this case is ready to be scheduled for public hearing.

To prepare your resubmittal, you will be expected to provide:

- A response to each comment with a description of the revisions and the page of the response on the site plan;
- Any revised plans or renderings; and
- A list identifying any additional changes made to the original submission other than those required by staff.

Resubmittal documents must be provided electronically through e-mail or a flash drive delivered to the One-Stop Customer Service Center. The following items will be expected by our One-Stop **Customer Service Center:**

- One digital copy of all new materials
 - o All digital materials shall be in a single PDF document
 - o The single PDF document shall be bookmarked
 - o If a Subdivision Improvements Agreement, Legal Description, or Development Agreement is required, then an additional Microsoft Word version of these documents shall also be provided
 - Electronic copies can be emailed to epermitcenter@adcogov.org as a PDF attachment. If the files are too large to attach, the email should include an unlocked Microsoft OneDrive link. Alternatively, the resubmittal can be delivered to the One-Stop counter on a flash drive.



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

Re-submittal Form

Case Name/ Number: Grasslands at Comanche Filing 5 Final Plat / PLT2023-00034			
Case Manager: Lia Campbell / Greg Barnes			
Re-submitted Items:			
Development Plan/ Site Plan			
X Plat			
Parking/ Landscape Plan			
Engineering Documents			
Subdivision Improvements Agreement (Microsoft Word version)			
Other:			
* All re-submittals must have this cover sheet and a cover letter addressing review comments.			
Please note the re-submittal review period is 21 days.			
The cover letter must include the following information:			
 Restate each comment that requires a response Provide a response below the comment with a description of the revisions 			
 Identify any additional changes made to the original document 			
For County Use Only:			
Date Accepted:			
Staff (accepting intake):			
Resubmittal Active: Engineering Planner; Right-of-Way; Addressing; Building Safety;			
Neighborhood Services; Environmental; Parks; Attorney Finance Plan Coordination			



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Re-submittal Form

Case Name/ Number:			
Case M	Manager:		
Re-sub	omitted Items:		
	Development Plan/ Site Plan		
	Plat		
	Parking/ Landscape Plan		
	Engineering Documents		
	Subdivision Improvements Agreement (<u>Microsoft Word version</u>)		
	Other:		
* All re-submittals must have this cover sheet and a cover letter addressing review comments.			
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Resi	ubmittal Active: Engineering Planner; Right-of-Way; Addressing; Building Safety;		
Neig	ghborhood Services; Environmental; Parks; Attorney Finance Plan Coordination		



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FAX 720.523.6967 EMAIL: epermitcenter@adcogov.org

Development Review Team Comments

Date: 12/22/2023

Project Number: PLT2023-00034

Project Name: Grasslands at Comanche, Filing 5 Final Plat

Commenting Division: Plan Coordination 3rd Review

Name of Reviewer: Ella Gleason

Date: 12/22/2023

Email:

Resubmittal Required

Commenting Division: Development Engineering Review 3rd Review

Name of Reviewer: Steve Krawczyk

Date: 12/20/2023

Per coordination with the County, E. 72nd Avenue will still be classified as a minor collector, and will be built with two 12-foot travel lanes for a total paved width of 24-feet and include 6-foot gravel shoulders on each side which meets more

than the minimum requirement for a half street improvement for a collector section. **Email:**

-No improvements to Piggott Street are being proposed as Piggott Street is not adjacent to the development, see

Resubmittal Requir capitalized text below.

ENG1: The Plat should include all information required in the Subdivision Plat. Address the following items outstanding issues:

The applicant must submit a formal request for wavier of the Adams County 5-04-01-02-01 from the Adams County Development Standards and Regulations which requires construction of ½ the of 72nd Avenue and Piggott Street being built to a Rural Collector streets template. The applicant is responsible for providing a minimum 28-foot total pavement section plus the opposite side shoulder to meet collector template standards The requesting for relief needs to expand on comments provided with the last submittal:

"BOARD OF COMMISSIONERS APPROVED PUD (2008) COVER SHEET (1 OF 6), SPECIFICALLY UNDER "ADDITIONS, DELETIONS, AND CONDITIONS OF APPROCAL:" NOTE #12 WHICH DETAILS THE SCHOOL DISTRICT WILL BE RESPONSIBLE FOR ADJACENT IMPROVMENETS TO E 72ND AVE AND PIGGOTT RD, AND THAT GRASSLANDS IS ONLY REQUIRED TO PAVE FROM STRASBURG ROAD TO THE SCHOOL DISTRICT PROPERTY BOUNDARY. WEC HAS HOWEVER PROVIDED AN INTITAL DESIGN FOR BOTH. BUT THE APPLICANT HAS INDICATED THEY WILL NOT CONSTRUCT THOSE IMPROVEMENTS AS AGREE/ APPROVED BY THE COUNTY BOARD OF COMMISSIONERS PREVIOUSLY."

ENG2: Dedication of an off-site drainage easement for the off-site Detention Pond and drainage improvements that are required with this plat. Esmt exhibits & legal descriptions have been submitted to County to account for the offsite Infiltration Basin (IB 'E')

ENG3: No building permit shall be issued for any dwelling structure on any lots until 72nd Avenue construction to Strasburg Road must be completed before any building permit will be issued for this subdivision. Add a not to the plat that all the street improvements including 72nd Avenue construction to Strasburg Road is completed before any building permit or certificate of occupancy will be issued. Acknowledged

ENG4: Please provide an executed but not recorded off-site improvements drainage easement to the regional pond and temporary turn arounds in the conservation Esmt exhibits & legal descriptions have been submitted to County to account for the offi

ENG5: Before final approval of the construction plans, the applicant shall enter into a Subdivision Improvement

Agreement (SIA) with the county and provide a security bond for all public improvements. documents must meet the requirements of the Adams County Development Standards and Regul with the County and BOCC approved to the Adams County Development Standards and Regul no improvements to ROW adjacent estimate is acceptable for the public improvements if the wavier of street frontage improvements to the school sites are proposed. the required improvements to school sites with street frontage along 72nd Avenue and Piggott Street.

with the County and BOCC approval,

ENG6: See the EGR2021 00034 for required documents to be submitted with the Subdivision Permit. Acknowledged ENG7: No building permit shall be issued for any dwelling structure on any lot where driveway construction

plans are required by Adams County until the driveway construction plans have been submitted to the County and have been found to comply with International Fire Code regulations. When the construction of a driveway will result in more than 3,000 square feet of disturbance or more than 10 cubic yards of material being moved, a grading permit for the driveway construction will be required prior to the issuance of the building permit.

Acknowledged

BOARD OF COUNTY COMMISSIONERS

Commenting Division: SIA Review 2 - Finance

Name of Reviewer: Ella Gleason

Date: 12/12/2023

Email:

Resubmittal Required

Collateral amount in SIA document should be \$2,663,166.87, not \$208,000, as listed in Exhibit B.

Updated cost estimate has been prepared and is included with this submittal

Commenting Division: Application Intake 3rd Review

Name of Reviewer: Sarahi Mijares Rivas

Date: 12/01/2023

Email: Complete

Commenting Division: Plan Coordination 2nd Review

Name of Reviewer: Ella Gleason

Date: 11/28/2023

Email:

Resubmittal Required

These are the 2nd Review Comments. See the responses on the previous pages to the 3rd Review.

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Steve Krawczyk

Email:

Resubmittal Required

ENG1: The Plat should include all information required in the Subdivision Plat. Address the following items outstanding issues:

The applicant must submit a formal request for wavier of the Adams County 5-04-01-02-01 from the Adams County Development Standards and Regulations which requires construction of 1/2 the of 72nd Avenue and Piggott Street being built to a Rural Collector streets template. The applicant is responsible for providing a minimum 28-foot total pavement section plus the opposite side shoulder to meet collector template standards

The requesting for relief needs to expand on comments provided with the last submittal:

"BOARD OF COMMISSIONERS APPROVED PUD (2008) COVER SHEET (1 OF 6), SPECIFICALLY UNDER "ADDITIONS, DELETIONS, AND CONDITIONS OF APPROCAL:" NOTE #12 WHICH DETAILS THE SCHOOL DISTRICT WILL BE RESPONSIBLE FOR ADJACENT IMPROVMENETS TO E 72ND AVE AND PIGGOTT RD, AND THAT GRASSLANDS IS ONLY REQUIRED TO PAVE FROM STRASBURG ROAD TO THE SCHOOL DISTRICT PROPERTY BOUNDARY. WEC HAS HOWEVER PROVIDED AN INTITAL DESIGN FOR BOTH, BUT THE APPLICANT HAS INDICATED THEY WILL NOT CONSTRUCT THOSE IMPROVEMENTS AS AGREE/ APPROVED BY THE COUNTY BOARD OF COMMISSIONERS PREVIOUSLY."

ENG2: Dedication of an off-site drainage easement for the off-site Detention Pond and drainage improvements that are required with this plat.

ENG3: No building permit shall be issued for any dwelling structure on any lots until 72nd Avenue construction to Strasburg Road must be completed before any building permit will be issued for this subdivision. Add a not to the plat that all the street improvements including 72nd Avenue construction to Strasburg Road is completed before any building permit or certificate of occupancy will be issued.

ENG4: Please provide an executed but not recorded off-site improvements drainage easement to the regional pond and temporary turn arounds in the conservation area or the adjacent plat.

ENG5: Before final approval of the construction plans, the applicant shall enter into a Subdivision Improvement Agreement (SIA) with the county and provide a security bond for all public improvements. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The cost estimate is acceptable for the public improvements if the wavier of street frontage improvements is granted along the required improvements to school sites with street frontage along 72nd Avenue and Piggott Street.

ENG6: See the EGR2021?00034 for required documents to be submitted with the Subdivision Permit.

ENG7: No building permit shall be issued for any dwelling structure on any lot where driveway construction plans are required by Adams County until the driveway construction plans have been submitted to the County and have been found to comply with International Fire Code regulations. When the construction of a driveway will result in more than 3,000 square feet of disturbance or more than 10 cubic yards of material being moved, a grading permit for the driveway construction will be required prior to the issuance of the building permit.

These are the 2nd Review Comments. See the responses on the previous pages to the 3rd Review.

Commenting Division: SIA Review 1 - Finance

Name of Reviewer: Ella Gleason

Date: 11/22/2023

Email:

Resubmittal Required

We have updated our SIA template document. Please see attached, revise, and resubmit.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 11/17/2023

Email: Complete

ROW: No further comments. Pending any outstanding comments, plat is ready to stamp and obtain all required

signatures for approval.

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Ella Gleason

Date: 11/16/2023

Email: Complete

All planning comments have been resolved by applicant.

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Megan Ulibarri

Date: 11/06/2023

Email: Complete

Commenting Division: ROW Review

Name of Reviewer: Ian Cortez

Date: 09/21/2023

Email:

Complete

ROW1: Need to include "DRAINAGE" as an easement being dedicated on the plat within the dedication statement as all easements are labeled as utility and drainage. This will also revise Note 1 the similarly to note 2.

ROW2: Revise case number on all sheets to current 2023 case for the Final Plat.

ROW3: The state and county are reversed sequentially on all acknowledgments.

ROW4: Note 3 needs to state: Owners or Owners Association (HOA)

ROW5: Is Note 5 pertinent to the plat? No temporary cul-de-sacs are laid out.

ROW6: Final plats don't go before the Planning Commission. Their recommendation can be removed. Need to include the BoCC, County Attorney, and Clerk and Recorder certifications.

ROW7: Add 'OWNER:" prior to the entities title. See plat comments.

ROW8: Notes 7 and 8 are not pertinent to this plat and should be removed.

ROW9: Tract C is a combination of Parcels A and B and should cite the WD conveying these parcels. Note 16 is confusing as written.

ROW10: The match lines should not be as heavy as the boundary line for clarity. Please choose a different line weight.

ROW11: Provide a line type legend and add a revision block.

ROW12: Provide ROW along school site.

Commenting Division: Planner Review

Name of Reviewer: Ella Gleason

Date: 09/21/2023

Email:

Resubmittal Required

PLN01: Remove planning commission approval block.

PLN02: Condition to be added: Per Colorado Parks and Wildlife, if any earth-moving will begin between March

15th and August 31st, a burrowing owl survey should be performed. PLN03: Revise plat to show Grasslands at Comanche Filing No. 7.

PLN04: Plat note providing disclosure of biosolids land owned by Westminster has been provided.

PLN05: See comment from CORE electric regarding easement.

PLN06: Water and septic services were confirmed at time of preliminary plat (see original comment letter attached). Please contact Division of Water Resources to address their comment regarding water supply.

PLN07: See PLD fees attached. Please wait to pay until the plat is scheduled for hearing.

These are the 1st Review Comments. See the responses on the previous pages to the 3rd Review.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Megan Grant

Date: 09/21/2023

Email: Complete

ENV1. If initial land disturbance is anticipated from March 15th to October 31st, a resurvey for potential burrowing owl habitat will be conducted. If potential habitat is found, surveys will be conducted in accordance with the Colorado Parks and Wildlife (CPW) protocols prior to the start of construction.

ENV2. Plat and Covenants Article II, Section 2.02 - update references in covenants to Adams County Health Department (ACHD), instead of Tri-County Health Department (TCHD), and other sections as applicable.

ENV3. Applicant shall contact the Colorado Division of Water Resources to address water well concerns regarding proposed development.

Commenting Division: Development Engineering Review

Name of Reviewer: Steve Krawczyk

Date: 09/16/2023

Email:

Resubmittal Required

Subdivision Plat Document

ENG1: The Minor Plat should include all information required in the Subdivision Plat Application Packet. See the enclosed red marked print for required corrections.

ENG2: Dedication of an off-site drainage easement for the off-site Detention Pond and drainage improvements that are required with this plat.

ENG3: No building permit shall be issued for any dwelling structure on any lots until 72nd Avenue construction to Strasburg Road must be completed before any building permit will be issued for this subdivision.

ENG4: Please provide an executed but not recorded off-site improvements drainage easement to the regional pond in the conservation area.

ENG5: Before final approval of the construction plans, the applicant shall enter into a Subdivision Improvement Agreement (SIA) with the county and provide a security bond for all public improvements. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The cost estimate is acceptable for the public improvements.

ENG6: See the EGR2021?00034 for required documents to be submitted with the Subdivision Permit. Include a Culvert Schedule for the proposed lots in the construction for the proposed access locations.

ENG7: No building permit shall be issued for any dwelling structure on any lot where driveway construction plans are required by Adams County until the driveway construction plans have been submitted to the County and have been found to comply with International Fire Code regulations. When the construction of a driveway will result in more than 3,000 square feet of disturbance or more than 10 cubic yards of material being moved, a grading permit for the driveway construction will be required prior to the issuance of the building permit.

These are the 1st Review Comments. See the responses on the previous pages to the 3rd Review.

Commenting Division: Addressing Review

Name of Reviewer: David Dittmer

Date: 09/08/2023

Email: Complete

Addressing is complete and provided on the plat. Assessor will assign the address as shown once plat is recorded and is processed by that department.

EXHIBIT A PAGE 1 OF 2

LEGAL DESCRIPTION: DRAINAGE EASEMENT

THAT PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, THENCE NO0°20'00"E ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 2288.08 FEET; THENCE N89°53'02"E A DISTANCE OF 1063.92 FEET TO THE PROPOSED NORTHEAST CORNER OF PROPOSED TRACT B, GRASSLANDS AT COMANCHE - FIFTH FILING;

THENCE N05°59'26"E A DISTANCE OF 17.95 FEET;
THENCE N89°53'02"E A DISTANCE OF 422.65 FEET;
THENCE S50°20'00"E A DISTANCE OF 329.50 FEET;
THENCE N90°00'00"E A DISTANCE OF 237.54 FEET TO THE POINT OF BEGINNING;
THENCE N00°00'00"E A DISTANCE OF 20.00 FEET;
THENCE N18°03'05"W A DISTANCE OF 590.02 FEET;
THENCE N89°08'21"E A DISTANCE OF 328.94 FEET;
THENCE S50 23 36"E A DISTANCE OF 212.14 FEET;
THENCE S13°09'08"E A DISTANCE OF 416.39 FEET;
THENCE S38°21'51"W A DISTANCE OF 207.70 FEET;
THENCE S89°57'14"W A DISTANCE OF 145.28 FEET;
THENCE N32°01'01"W A DISTANCE OF 138.89 FEET;
THENCE S90°00'00"W A DISTANCE OF 56.43 FEET TO THE POINT OF BEGINNING.
CONTAINS 271,268 SQUARE FEET OR 6.227 ACRES MORE OR LESS.

BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (THE SOUTH 1/4 CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHWEST CORNER IS A 2" ALUMINUM CAP, L.S. 18475, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 89°53'02" EAST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.



RAYMOND W. BAYER, REG. P.L.S. NO. 6973

Prepared By:

R.W. BAYER & ASSOCIATES, INC. 12170 TEJON STREET, UNIT 700 WESTMINSTER, COLORADO 80234 (303)452-4433 rwbsurveying@hotmail.com CAD FILE: 21161-5P_EX/21161-5P_EX.dwg

Date Prepared: DECEMBER 30, 2022 REVISED: 04-20-23 CONFIGURATION REVISED: 02-27-25 CONFIGURATION

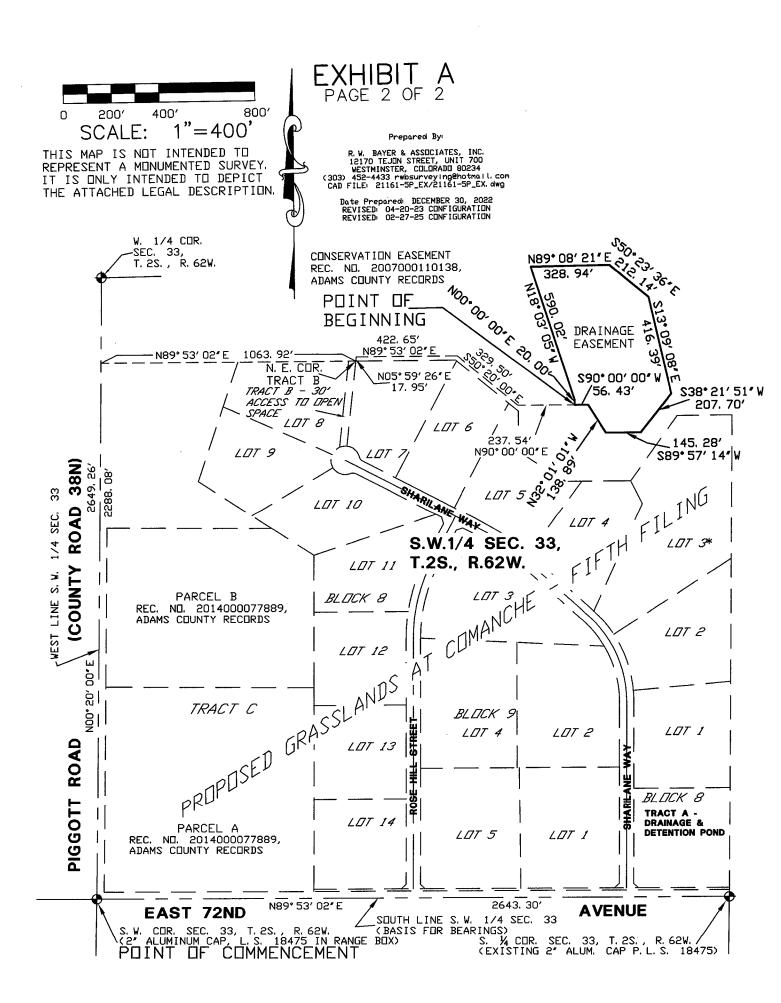


EXHIBIT B PAGE 1 OF 2

LEGAL DESCRIPTION: DRAINAGE ACCESS EASEMENT

THAT PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33, THENCE NO0°20'00"E ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER, A DISTANCE OF 2288.08 FEET; THENCE N89°53'02"E A DISTANCE OF 1033.75 FEET TO THE PROPOSED NORTHWEST CORNER OF PROPOSED TRACT B, GRASSLANDS AT COMANCHE - FIFTH FILING ALSO BEING THE POINT OF BEGINNING; THENCE N05°59'26"E A DISTANCE OF 38.06 FEET;

THENCE N89°53'02"E A DISTANCE OF 457.92 FEET;

THENCE S50°20'00"E A DISTANCE OF 329.53 FEET;

THENCE N90°00'00"E A DISTANCE OF 230.33 FEET;

THENCE SOO°00'00"W A DISTANCE OF 20.00 FEET;

THENCE S90°00'00"W A DISTANCE OF 237.54 FEET;

THENCE N50°20'00"W A DISTANCE OF 329.50 FEET; THENCE S89°53'02"W A DISTANCE OF 422.65 FEET;

THENCE S05°59'26"W A DISTANCE OF 17.95 FEET TO THE NORTHEAST CORNER OF PROPOSED TRACT B, GRASSLANDS AT COMANCHE - FIFTH FILING;

THENCE S89°53'02"W A DISTANCE OF 30.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 20,915 SQUARE FEET OR 0.480 ACRES MORE OR LESS.

BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (THE SOUTH 1/4 CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHWEST CORNER IS A 2" ALUMINUM CAP, L.S. 18475, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 89°53'02" EAST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

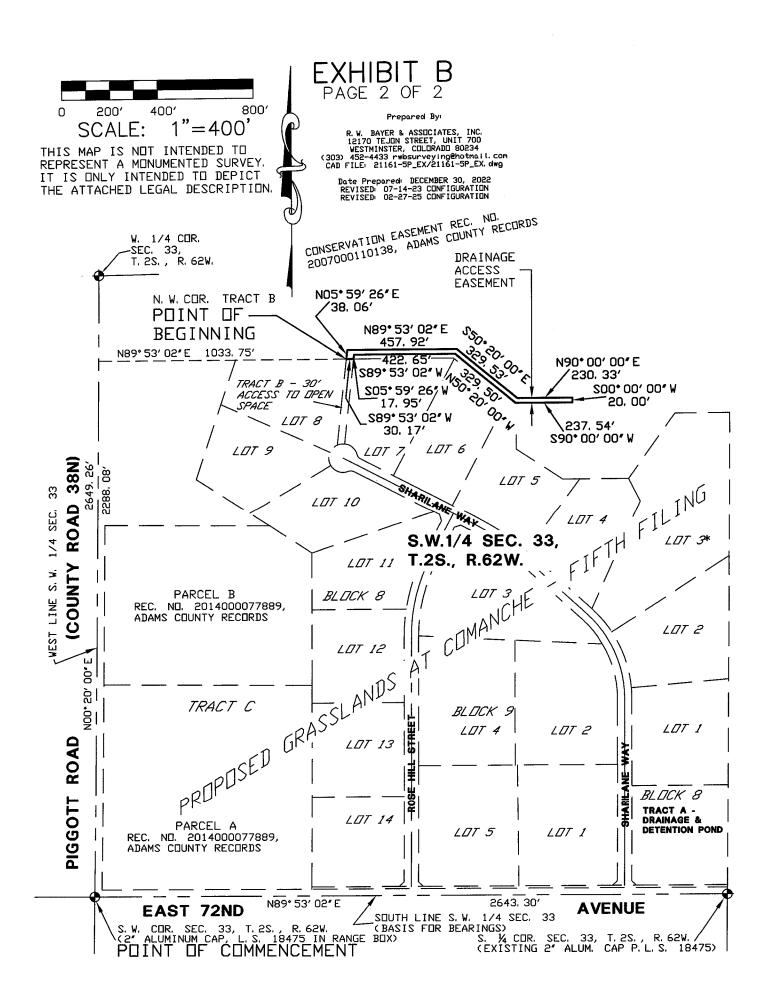


RAYMOND W. BAYER, REG. P.L.S. NO. 6973

Prepared By:

R.W. BAYER & ASSOCIATES, INC. 12170 TEJON STREET, UNIT 700 WESTMINSTER, COLORADO 80234 (303)452-4433 rwbsurveying@hotmail.com CAD FILE: 21161-5P_EX/21161-5P_EX.dwg

Date Prepared: DECEMBER 30, 2022 REVISED: 07-14-23 CONFIGURATION REVISED: 02-27-25 CONFIGURATION





Stewart Title Company 1275 58th Ave, Unit C Greeley, CO 80634 (970) 356-5573 Fax:

Date: May 20, 2025 **File Number**: 2626232-IO

Property Address: Agricultural Acres, Strasburg, CO 80136

Parcel B, Strasburg, CO 80136 Parcel A, Strasburg, CO 80136 Parcel D, Strasburg, CO 80136

Buyer/Borrower: Informational Only Commitment

Please direct all Closing inquiries to:

Beth Aksamitowski

Phone: Fax:

Email Address: greeleyassist@stewart.com

Informational Only Commitment Delivery Method: By Agent

Grasslands at Comanche LLC, a Colorado limited liability company

Delivery Method: By Agent

LDI Colorado 5655 Bridlespur Ridge Pl Colorado Springs, CO 80918 **Attn:** Jay Stoner **Phone:** (970) 566-4891

Fax:

E-Mail: jay@ldicolorado.com **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.



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

- **No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.
- **No. 2A**: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.
- **No. 2B**: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

- No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.
- No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).
- **No. 5**: **The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

- 1. If requested, wiring instructions will be provided via an encrypted email.
- 2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
- 3. Be suspicious: It's not common for title companies to change wiring instructions and payment info
- 4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
- 5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
- 6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



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 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, 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 1275 58th Ave, Unit C

Greeley, CO 80634

GUARAN

rederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2626232-IO

ALTA Commitment for Title Insurance (07-01-2021) Page 1 of 4



AMERICAN

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
- 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.
- "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.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- "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.
- "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.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 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.
- 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;
 - Schedule B, Part II Exceptions; and f.
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

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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File No.: 2626232-IO

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







5. LIMITATIONS OF LIABILITY

- 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:
 - comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - 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.
- 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.
- q. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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.
- 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.

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.

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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File No.: 2626232-IO

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

Page 3 of 4





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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File No.: 2626232-IO

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

Page 4 of 4





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

Issuing Office: 1275 58th Ave, Unit C, Greeley, CO 80634

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 2626232-IO Issuing Office File Number: 2626232-IO

Property Address: Agricultural Acres, Strasburg, CO 80136

Parcel B, Strasburg, CO 80136 Parcel A, Strasburg, CO 80136 Parcel D, Strasburg, CO 80136

Revision Number:

1. Commitment Date: May 14, 2025 at 8:00AM

2. Policy to be issued:

Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy

Proposed Insured: Informational Only Commitment

(b) ALTA® Loan Policy 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:

PARCEL 1:

Grasslands at Comanche LLC, a Colorado limited liability company, and

Strasburg School District No. 31-J

PARCEL 2:

Grasslands at Comanche LLC, a Colorado limited liability company

5. The Land is described as follows:

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File No.: 2626232-IO

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

Page 1 of 9



ISSUED BY
STEWART TITLE GUARANTY COMPANY

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational Only Commitment Fee:

\$850.00

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File No.: 2626232-IO

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

Page 2 of 9





ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2626232-IO

PARCEL 1:

That part of the South one-half of Section 33, Township 2 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado, described as:

Commencing at the South one-quarter corner of Section 33;

Thence N 00° 17'49" W a distance of 30.00 feet to a point on a line 30.00 feet North of the South line of the Southwest one-quarter of said Section 33 and to the Point of Beginning;

Thence N 00° 13'24" E a distance of 2016.07 feet;

Thence S 89° 53'02" W a distance of 229.49 feet;

Thence S 35° 30'00" W a distance of 335.00 feet;

Thence S 89° 53'02" W a distance of 275.00 feet;

Thence N 57° 00'00" W a distance of 232.00 feet:

Thence N 00° 06'58" W a distance of 170.00 feet;

Thence N 50° 20'00" W a distance of 340.00 feet;

Thence S 89° 43'02" W a distance of 910.00 feet;

Thence S 18° 00'00" W a distance of 532.00 feet;

Thence S 57° 00'00" E a distance of 366.00 feet to the Northeast corner of Parcel B as described in Reception No. 2014000077889, Adams County records;

Thence N 89° 40'00" W along the North line of said Parcel B, a distance of 688.66 feet to the East right-of-way line of Piggott Road and the Northwest corner of said Parcel B;

Thence S 00° 02'00" W along said East right-of-way line, a distance of 1557.87 feet to the North right-of-way line of East 72nd Avenue and the Southwest corner of Parcel A as described in Reception No. 2014000077889, Adams County Records;

Thence N 89° 53'02" E along said North right-of-way line, a distance of 2612.97 feet to the Point of Beginning.

(Legal from Grasslands at Comanche - Fifth Filing, Preliminary Plat)

PARCEL 2:

That part of the South one-half of Section 33, Township 2 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado, described as:

Commencing at the Southeast corner of Section 33, thence S 89° 46'56" W along the South line of the Southeast onequarter of said Section 33, a distance of 30.00 feet;

Thence N 00° 05'51" E parallel with the East line of the Southeast one-quarter of said Section 33, a distance of 30.00 feet to the Point of Beginning;

Thence continuing N 00° 05'51" E a distance of 290.89 feet;

Thence N 89° 54'09" W a distance of 40.00 feet;

Thence N 59° 07'18" W a distance of 688.83 feet to a point on a curve to the right, the delta of said curve is 58° 54'14", the radius of said curve is 190.00 feet;

The chord of said curve bears S 60 ° 19'49" W, 186.84 feet;

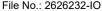
Thence along the arc of said curve, a distance of 195.33 feet to the end of said curve;

Thence S 89° 46'56" W a distance of 135.00 feet;

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

Page 3 of 9



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Thence N 00° 13'04" W a distance of 358.92 feet;

Thence S 89° 46'56" W a distance of 309.00 feet;

Thence S 00° 13'04" E a distance of 358.92 feet:

Thence S 89° 46'56" W a distance of 135.00 feet to the beginning of a curve to the right,

The delta of said curve is 42° 50'02", the radius of said curve is 190.00 feet; the chord of said curve bears N 68° 48'03" W, 138.76 feet;

Thence along the arc of said curve, a distance of 142.04 feet;

Thence S 42° 36'58" W a distance of 621.90 feet;

Thence N 00° 13'04" W a distance of 252.81 feet:

Thence S 89° 46'56" W a distance of 278.01 feet;

Thence N 00° 13'04" W a distance of 450.73 feet;

Thence N 89° 46'56" E a distance of 308.50 feet;

Thence N 00° 13'04" W a distance of 401.85 feet;

Thence S 89° 46'56" W a distance of 43.50 feet;

Thence N 00° 13'04" W a distance of 60.00 feet to the beginning of a curve to the left;

The delta of said curve is 20° 04'21", the radius of said curve is 325.00 feet;

The chord of said curve bears S 79° 44'45" W, 113.28 feet;

Thence along the arc of said curve, a distance of 113.86 feet:

Thence N 20° 17'25" W a distance of 542.51 feet;

Thence S 52° 55'29" W a distance of 463.95 feet;

Thence S 00° 13'24" W a distance of 1526.57 feet to a point on a line 30.00 feet North of the South line of the Southeast one-quarter of said Section 33;

Thence N 89° 46'56" E parallel with said South line, a distance of 2615.66 feet to the Point of Beginning, County of Adams, State of Colorado.

(Legal from Grasslands at Comanche - Sixth Filing, Preliminary Plat)

For Informational Purposes Only: Agricultural Acres, Strasburg, CO 80136

Parcel B, Strasburg, CO 80136 Parcel A, Strasburg, CO 80136 Parcel D, Strasburg, CO 80136

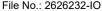
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R0190717

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ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2626232-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. 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.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Warranty Deed recorded July 19, 2019, as Reception No. 2019000057059. Warranty Deed recorded November 5, 2014, as Reception No. 2014000077889.

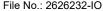
NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

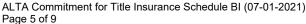
Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

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ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 2626232-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.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Water rights, claims or title to water.
- 8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
- 9. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded July 27, 1900 in Book A33 at Page 605.

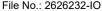
NOTE: The above reservation is limited by Relinquishment and Quitclaim from Anadarko Land Corp., recorded June 29, 2009 <u>as Reception No. 2009000046848</u>, The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

10. Reservation as shown in Deed from Supreme Camp of American Woodman to Charles D. Sweeney and Edward J. Goss recorded December 2, 1947 in Book 348 at Page 513 as Reception No. 323620.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021) Page 6 of 9



ISSUED BY STEWART TITLE GUARANTY COMPANY

- 11. Surface Owner's Agreement recorded June 6, 1972 in Book 1800 at Page 630 as Reception No. 962576.
- 12. Surface Owner's Agreement recorded December 13, 1988 in Book 3518 at Page 51 as Reception No. B855536.
- Permanent Pipeline Right-of-Way granted to Snyder Operating Partnership L.P. for the purpose of pipelines recorded December 28, 1989 in Book 3633 at Page 850 as Reception No. B921061.
- 14. Surface Owner's Agreement recorded July 25, 1994 in Book 4360 at Page 720 as Reception No. C0002054.
- 15. Request for Notification of Surface Development recorded May 20, 2002 as Reception No. C0971518.
- 16. Agreement recorded June 19, 2002 as Reception No. C0985793.
- 17. Findings and Order recorded January 22, 2007 as Reception No. 2007000007537.
- 18. Zoning Hearing Decision-Case #PRJ2007-00036 The Grasslands at Comanche PUD recorded February 6, 2008 as Reception No. 2008000009439.
- Surface Use Agreement recorded May 31, 2007 <u>as Reception No. 2007000052861</u>.
 Applicant's Certification recorded March 23, 2009 as Reception No. 2009000020122.
- Zoning Hearing Decision-Case #PRJ2007-00004 The Grasslands at Comanche PUD recorded June 6, 2007 as Reception No. 2007000055000.
- 21. Memorandum of Agreement recorded August 27, 2007 as Reception No. 2007000082001.
- 22. Resolution approving acceptance of Conservation Easement for Grasslands at Comanche PUD, Case Number PRJ2007-00004 recorded November 30, 2007 as Reception No. 2007000110138.
- 23. Certification of Notice of Mineral Estate Owners recorded December 7, 2007 as Reception No. 2007000112486.
- 24. All matters shown on the plat of Grasslands at Comanche Planned Unit Development Map recorded January 22, 2008 as Reception No. 2008000005062.
 Affidavit for minor amendment in P.U.D Plan recorded October 14, 2015 as Reception No. 2015000086013.
 Amendment No. 4 recorded June 26, 2017 as Reception No. 2017000054674.

Affidavit of Minor Amendment #4 recorded November 2, 2022 at Reception No. 2022000089058.

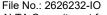
Affidavit of Minor Amendment recorded March 28, 2023 at Reception No. 2023000016355.

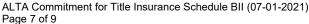
- 25. All matters shown on the plat of Grasslands at Comanche-Second Filing recorded January 22, 2008 <u>as Reception No. 2008000005063</u>.
 - Affidavit of Correction recorded June 6, 2013 as Reception No. 2013000048277.
- 26. The effects of Certification of Notice to Mineral Estate Owners recorded May 2, 2008 <u>as Reception No. 2008000035101</u>.
- 27. Findings and Order recorded May 23, 2008 <u>as Reception No. 2008000041775</u> and Determination of Water rights recorded May 23, 2008 <u>as Reception No. 2008000041776</u>.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ISSUED BY STEWART TITLE GUARANTY COMPANY

- Master Declaration of Covenants, Conditions and Restrictions of The Grasslands at Comanche/Bijou Preserve recorded February 11, 2009 as Reception No. 2009000009415.
- 29. All matters shown on the plat of Grasslands at Comanche P.U.D.-Amendment No. 2 recorded May 15, 2009 <u>as Reception No. 2009000035060.</u>
- 30. Resolution recorded March 9, 2011 as Reception No. 2011000015758.
- Master Declaration of Covenants, Conditions and Restrictions of the Grasslands at Comanche recorded March 13, 2014 as Reception No. 2014000015263.
 NOTE: Amendment recorded May 9, 2014 as Reception No. 2014000028534 and recorded April 27, 2015 as Reception No. 2015000030297.
 Assignment of Special and Reserved Declarant Rights recorded July 19, 2019 as Reception No. 2019000057057.
- 32. Reservations from the United States of America in Patent recorded August 31, 2015 <u>as Reception No. 2015005098566</u>.
- 33. Permanent Drainage Easement recorded December 8, 2016 as Reception No. 2016000106663.
- 34. Stormwater Management Facility Operation and Maintenance recorded February 24, 2017 <u>as Reception No. 2017000017306</u>.
- 35. Permanent Drainage Easement recorded July 3, 2017 as Reception No. 2017000057052.

Third Amendment recorded October 1, 2019 as Reception No. 2019000083214.

- 36. Permanent Drainage Easement recorded July 3, 2017 as Reception No. 2017000057054.
- 37. Permanent Drainage Easement recorded July 3, 2017 as Reception No. 2017000057056.
- 38. Resolution 2017-419 recorded August 31, 2017 as Reception No. 2017000076626.
- 39. Resolution 2017-420 recorded August 31, 2017 as Reception No. 2017000076627.
- All matters shown on the plat of Grasslands at Comanche-First Filing recorded September 14, 2017 <u>as Reception No. 2017000080372</u>.
 Affidavit of Correction recorded November 1, 2017 <u>as Reception No. 2017000096621</u>.
- 41. Quit Claim Deed (Water Rights) recorded July 3, 2019 at Reception No. 2019000052235.
- 42. Any taxes or assessments by reason of the inclusion of the Land in the Strasburg Metro Parks and Rec District, as evidenced by recorded January 21, 2021 as Reception No. 2021000007426.
- 43. Certification of Notice to Mineral Estate Owners recorded September 8, 2021 as Reception No. 2021000106491.
- 44. Resolution 2022-672 recorded December 13, 2022 as Reception No. 2022000096872.
- 45. Resolution 2022-673 recorded December 13, 2022 as Reception No. 2022000096873.

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AMERICAN

LAND TITLE

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 46. Resolution 2023-142 recorded June 8, 2023 as Reception No. 2023000032315.
- 47. Permanent Access and Drainage Easement recorded October 31, 2023 as Reception No. 2023000061457.
- 48. Permanent Access and Drainage Easement recorded January 8, 2024 as Reception No. 2024000001089.
- 49. Permanent Access and Drainage Easement recorded April 16, 2024 as Reception No. 2024000019658.
- 50. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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

Page 9 of 9



SELLERS: Grasslands at Comanche LLC, a Colorado limited liability company

BUYERS: Informational Only Commitment

PROPERTY: Agricultural Acres, Strasburg, CO 80136

Parcel B, Strasburg, CO 80136 Parcel A, Strasburg, CO 80136 Parcel D, Strasburg, CO 80136

DATE: , 2025

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee: Per Escrow File	\$30.00
E-Recording Fee: Per Document	\$7.00
Government Recording Fees: Per Document Fees	
1st Page	
Each Additional Page	\$ 5.00

DISCLOSURES

File No.: 2626232-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 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.

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 2626232-IO Updated 08/24/2023

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Effective Date: January 1, 2020

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- **A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. <u>Deletion Request Rights</u>

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics
 and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you
 previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- 1. Emailing us at OptOut@stewart.com; or
- 2. Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

Exhibit B

Common Costs

Item	Quantity	Unit Cost	Unit	Cost
Earthwork-Cut to Fill	46,000	5	CY	\$230,000.00
Earthwork-Stockpile	8,460	5	CY	\$42,300.00
Earthwwork-Topsoil Stockpile	14,440	5	CY	\$72,200.00
Earthwwork-Roadside Swale Fine Grading	7,925	3	LF	\$23,775.00
Regulatory Signs/Adivsory Signs	3	450	EA	\$1,350.00
18" RCP Storm Sewer (Class III)	197	80	LF	\$15,760.00
18" RCP FES	6	600	EA	\$3,600.00
24" RCP Storm Sewer (Class III)	69	90	LF	\$6,210.00
24" RCP FES	2	800	EA	\$1,600.00
Type L Soil Riprap	76	75	CY	\$5,700.00
Construction fence	1,669	2	LF	\$3,338.00
Erosion Control Blanket	17,808	5	SY	\$89,040.00
Inlet Protection	50	20	LF	\$1,000.00
Sediment Control Log	756	2	LF	\$1,512.00
Seeding and Mulching	3.94	1750	AC	\$6,895.00
Silt Fence	10,275	2	LF	\$20,550.00
Vehicle Tracking Control	2	1000	EA	\$2,000.00
Sediment Basin	1	2500	EA	\$2,500.00
Stabilized Stagin Area	1	1000	EA	\$1,000.00
Concrete Washout	1	750	EA	\$750.00
	·	Subtotal:	_	\$531,080.00

Public Improvemetns (Interior Roads)

Item	Quantity	Unit Cost	Unit	Cost
Asphalt Pavement (4" Thick)	2,493	87	TON	\$216,891.00
Aggregate Base Course (6" Thick)-Under Pavement	1940	43	CY	\$83,420.00
		Subtotal:		\$300,311.00

Public Improvements (East 72nd Avenue)

Item	Quantity	Unit Cost	Unit	Cost
Remove Ex. Gravel (6" Thick)	335	6	CY	\$2,010.00
Asphalt Pavement (4" Thick)	583	87	TON	\$50,721.00
Aggregate Base Course (6" Thick)-Gravel Shoulders	1176	43	CY	\$50,568.00
Aggregate Base Course (8" Thick)-Under Pavement	610	43	CY	\$26,230.00
		Subtotal:		\$129,529.00

Private Improvement - Detention Pond

Item	Quantity	Unit Cost	Unit	Cost
6" PVC SDR 35	26	55	LF	\$1,430.00
12" PVC SDR 35	34	75	LF	\$2,550.00
Outlet Structure	1	15000	EA	\$15,000.00
Type L Soil Riprap	3.7	75	CY	\$277.50
Manhole-Storm Sewer(6' diameter)	1	7200	EA	\$7,200.00
Pump equipment and Controls	1	40000	EA	\$40,000.00
Concrete Ttrickle Channel	533	25	LF	\$13,325.00
		Subtotal:		\$79,782.50

Cost Total

Common Costs	\$531,080.00
Public Improvements (East 72nd Avenue)	\$129,529.00
Public Improvemetns (Interior Roads)	\$300,311.00
Private Improvement - Detention Pond	\$79,782.50
Subtotal:	\$1,040,702.50
20% Administration Cost	\$208,140.50
Subtotal:	\$1,248,843.00
5% per year Inflation	\$0.00
Grand Total:	\$1,248,843.00
Construction Completion Date:	
Number of Year for Completion: (Round up to nearest year)	0

GRASSLANDS AT COMANCHE - FIFTH FILING

A PART OF THE SOUTH ONE—HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

RIDIAN, COUNTY OF ADAMS, STA SHEET 1 OF 6

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS OF THAT PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 33, THENCE NOO°17'49"W A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 33 AND TO THE POINT OF BEGINNING;

THENCE NO0°13'24"E A DISTANCE OF 2016.07 FEET; THENCE S89°53'02"W A DISTANCE OF 229.49 FEET; THENCE S35°30'00"W A DISTANCE OF 335.00 FEET; THENCE S89°53'02"W A DISTANCE OF 275.00 FEET; THENCE N57°00'00"W A DISTANCE OF 232.00 FEET; THENCE N00°06'58"W A DISTANCE OF 170.00 FEET; THENCE N50°20'00"W A DISTANCE OF 340.00 FEET; THENCE S89°53'02"W A DISTANCE OF 910.00 FEET; THENCE S18°00'00"W A DISTANCE OF 532.00 FEET; THENCE S57°00'00"E A DISTANCE OF 366.00 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED IN RECEPTION NO. 2014000077889, ADAMS COUNTY RECORDS; THENCE N89°40'00"W ALONG THE NORTH LINE OF SAID PARCEL B, A DISTANCE OF 688.66 FEET TO THE EAST RIGHT-0F-WAY LINE OF PIGGOTT ROAD AND THE NORTHWEST CORNER OF SAID PARCEL B; THENCE S00°02'00"W ALONG SAID EAST RIGHT-0F-WAY LINE, A DISTANCE OF 1557.87 FEET TO THE NORTH RIGHT-0F-WAY LINE OF EAST 72ND AVENUE AND THE SOUTHWEST CORNER OF PARCEL A AS DESCRIBED IN RECEPTION NO. 2014000077889, ADAMS COUNTY RECORDS; THENCE N89°53'02"E ALONG SAID NORTH RIGHT-0F-WAY LINE, A DISTANCE 2612.97 FEET TO THE POINT OF BEGINNING. CONTAINS 118.686 ACRES MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF GRASSLANDS AT COMANCHE - FIFTH FILING AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO GRANT THE EASEMENTS AS SHOWN, LABELED AS UTILITY AND DRAINAGE EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES: TOGETHER WITH A RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

_____, DAY OF ______, 20_____.

OWNER: GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY

DAVE REBOL, AS MANAGER		_
ACKNOWLEDGEMENT:		
STATE OF COLORADO)		
)SS COUNTY OF ADAMS)		
THE FOREGOING WAS ACKNOWLEDGED BY ME THIS	DAY OF	, 20

NOTARY PUBLIC MY COMMISSION EXPIRES:		
EXECUTED THIS	DAY OF	
OWNER: STRASBURG SCHOOL DISTR	ICT NO. 31-J (TRACT C)	

ACKNOWLEDGEMENT:

EXECUTED THIS

STATE OF COLORADO)
)S
COUNTY OF ADAMS)

DAN HOFF. SUPERINTENDENT

THE FOREGOING OWNERSHIP AND DEDICATION CERTIFICATE WAS ACKNOWLEDGED BY ME THIS DAY OF ______, 20_____, BY DAN HOFF, SUPERINTENDENT, STRASBURG SCHOOL DISTRICT NO. 31-J.

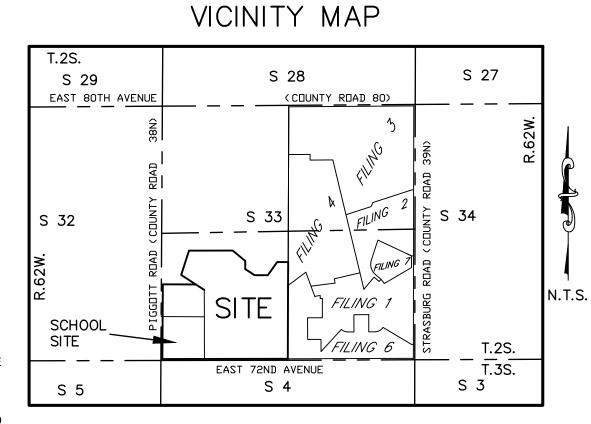
NOTARY PUBLIC
MY COMMISSION EXPIRES:

BASIS FOR BEARINGS: THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (THE SOUTH $\frac{1}{4}$ CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHWEST CORNER IS A 2" ALUMINUM CAP, L.S. 18475, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR NORTH 89°53'02" EAST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATED OF THE CERTIFICATION SHOWN HEREON.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 340-F15807-22, AMENDMENT NO. 1, DATED AUGUST 25, 2022, AT 12:00 A.M. FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY THAT CAN BE PLOTTED ACROSS THE PREMISES. THE PREMISES IS SUBJECT TO THE EXCEPTIONS CONTAINED IN SCHEDULE B - SECTION 2 OF THE TITLE COMMITMENT.



PLAT NOTES:

- 1. AS SHOWN ON THIS PLAT: TEN-FOOT (10') WIDE UTILITY AND DRAINAGE (FIVE FOOT ON EACH SIDE) EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ALONG COMMON SIDE AND REAR LOT LINES. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS.
- 2. AS SHOWN ON THIS PLAT: FIFTEEN FOOT WIDE (15') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING ALL EXTERIOR AND INTERIOR STREETS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, TELEVISION CABLE, AND TELECOMMUNICATIONS AND DRAINAGE FACILITIES, ADDITIONALLY, THE DRY UTILITY AND DRAINAGE EASEMENTS ARE DEDICATED ALONG ALL SIDE AND REAR LOT LINES UNLESS SAID LOT LINE IS COMMON TO MORE THAN ONE LOT
- 3. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS OR OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. REFER TO THE APPROVED DRAINAGE FACILITIES MAINTENANCE PLAN, RECEPTION NO. 2017000017306, ADAMS COUNTY RECORDS. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE OWNER OR OWNER'S ASSOCIATION.
- 4. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
- 5. THE FIRST AMENDMENT TO SURFACE USE AGREEMENT AS RECORDED 01-20-2021 IN RECEPTION NO. 2021000005800, ADAMS COUNTY RECORDS, QUITCLAIMED ALL INTEREST ANADARKO MAY HAVE UNDER THE SUA (RECORDED IN RECEPTION NO. 2007000052861) TO THE OIL AND GAS OPERATIONS AREAS. ADDITIONALLY, THE SUA IS AMENDED TO DELETE ALL OIL AND GAS OPERATIONS AREAS WITHIN THE SW4, NE4, AND SE4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 61H P.M., COUNTY OF ADAMS, STATE OF COLORADO.
- 6. THE AMOUNT OF WATER IN THE DENVER BASIN AQUIFER, AND IDENTIFIED IN THE REFERENCED LETTER, ARE CALCULATED BASED ON ESTIMATED CURRENT AQUIFER CONDITIONS. FOR PLANNING PURPOSES PROPERTY OWNERS SHOULD BE AWARE THAT THE ECONOMIC LIFE OF A WATER SUPPLY BASED ON WELLS IN A GIVEN DENVER BASIN AQUIFER MAY BE LESS THAN THE 300 YEAR USED FOR ALLOCATION DUE TO ANTICIPATED WATER LEVEL DECLINES.

Prepared By:

R. W. BAYER & ASSOCIATES, INC. 2090 East 104th Avenue, S-200 Thornton, Colorado 80233 303-452-4433 rwbsurveying@hotmail.com CAD FILE: 21161-5P/21161-5P. DWG

Date Prepared: AUGUST 06, 2021 REVISED: 11-02-2023 2ND CD. COMMENT PLAT NOTES CONTINUED:

- 7. IT SHOULD BE KNOWN THE CITY OF WESTMINSTER OWNS THE AGRICULTURAL LAND EAST (ACTUALLY NORTHEAST) OF THE COMANCHE PUD. THE CITY USES THIS PROPERTY FOR CATTLE GRAZING, CROP PRODUCTION, AND THE APPLICATION OF BIOSOLIDS. BIOSOLIDS ARE HIGHLY TREATED, NUTRIENT RICH, SOLIDS RECOVERED FROM THE MUNICIPAL WASTEWATER TREATMENT PROCESS.
- 8. THE PARCEL DESCRIBED HEREIN IS ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOOD) AS SHOWN ON THE F.E.M.A., FLOOD RATE INSURANCE MAP, MAP NUMBER 08001C0730H, EFFECTIVE DATE: MARCH 5, 2007.

CASE NO: PLT2023-00034

- 9. THE LOTS WITHIN THIS FILING ARE SUBJECT TO THE NOTES AND RESTRICTIONS CONTAINED IN THE GRASSLANDS AT COMANCHE PLANNED UNIT DEVELOPMENT, CASE NO. PRJ2007-00004, RECORDED IN RECEPTION NO. 2008000005062, ADAMS COUNTY RECORDS.
- 10. THIS SUBDIVISION FILING IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE RECORDED IN RECEPTION NO. 2009000009415, ADAMS COUNTY RECORDS.
- 11. TRACT A IS DESIGNATED AS A DRAINAGE EASEMENT FOR DETENTION POND BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.
- 12. TRACT B IS DESIGNATED FOR PUBLIC ACCESS BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.
- 13. TRACT C IS DESIGNATED AS A SCHOOL SITE. TRACT C COMBINES PARCELS A & B, AS CONVEYED IN RECEPTION NO. 2014000077889, ADAMS COUNTY RECORDS AND IS OWNED BY STRASBURG SCHOOL DISTRICT NO. 31-J. THIS TRACT SHALL BE MAINTAINED BY THE SCHOOL DISTRICT ITS SUCCESSORS OR ASSIGNS, UNTIL SUCH TIME AS THE MAINTENANCE OBLIGATION IS TRANSFERRED TO ANOTHER SCHOOL DISTRICT.
- 14. NO IMPROVEMENTS THAT CONFLICT WITH OR INTERFERE WITH CONSTRUCTION, MAINTENANCE OR ACCESS TO UTILITIES SHALL BE PLACED WITHIN THE UTILITY EASEMENTS. PROHIBITED IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, PERMANENT STRUCTURES, BUILDINGS, COUNTER-FORTS, DECKS, STAIRS, WINDOW WELLS, AIR CONDITIONING UNITS, RETAINING WALLS/COMPONENTS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR ACCESS, USE AND MAINTENANCE THEREOF. PROHIBITED IMPROVEMENTS MAY BE REMOVED BY THE ENTITIES RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES. THE OWNERS OF THE PROPERTY SUBJECT TO OR ADJACENT TO THE UTILITY EASEMENTS SHOWN HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SUCH AREAS, WHICH DOES NOT INCLUDE UTILITY LINES AND RELATED FACILITIES. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH UTILITY EASEMENTS, INCLUDING THE REMOVAL OF PROHIBITED IMPROVEMENTS, THE MAINTENANCE, OPERATION, RECONSTRUCTION AND REMOVAL SHALL BE AT THE COST OF THE OWNER(S).
- 15. IF INITIAL LAND DISTURBANCE IS ANTICIPATED FROM MARCH 15TH TO OCTOBER 31ST, A RESURVEY FOR POTENTIAL BURROWING OWL HABITAT WILL BE CONDUCTED. IF POTENTIAL HABITAT IS FOUND, SURVEYS WILL BE CONDUCTED IN ACCORDANCE WITH THE COLORADO PARKS AND WILDLIFE (CPW) PROTOCOLS PRIOR TO THE START OF CONSTRUCTION.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HERBY
CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE
OR KNOW BY ME TO EXIST ON OR ACROSS THE HEREINBEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON
THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT
RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY
AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

ND THAT ALL MÓNUMENTS EXIST AS SHOWN HEREON.
AYMOND W. BAYER, EG P.L.S. NO. 6973
ATE:
DAMS COUNTY ATTORNEY'S OFFICE:
PPROVED AS TO FORM
DARD OF COUNTY COMMISSIONERS APPROVAL:
PPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS DAY F, 20
HAIR
ERTIFICATE OF THE CLERK AND RECORDER:
HIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE TATE OF COLORADO, AT::M., ON THE DAY OFD., 20

DEPUTY COUNTY CLERK AND RECORDER

RECEPTION NO.:

