



## Land Title Guarantee Company Customer Distribution



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

Order Number: **SC55076029-7**

Date: **12/08/2020**

Property Address: **NEC POWERS BOULEVARD & GALLEY ROAD, COLORADO SPRINGS, CO 80915**

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

---

#### For Closing Assistance

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

#### Closers Assistant

Andrea Goller  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0244 (Work)  
[agoller@ltgc.com](mailto:agoller@ltgc.com)  
Contact License: COCO416293  
Company License: CO44565

#### For Title Assistance

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

---

JACKSON DEARBORN PARTNERS, LLC  
Attention: RYAN TOBIAS  
53 WEST JACKSON BOULEVARD  
SUITE 1754  
CHICAGO, IL 60604  
(734) 888-4745 (Work)  
(312) 285-3634 (Home)  
[rtobias@triadrepartners.com](mailto:rtobias@triadrepartners.com)  
Delivered via: Electronic Mail

BUTLER & PEETZ, LLC  
Attention: BRUCE ESKEW  
6625 DELMONICO DRIVE  
COLORADO SPRINGS, CO 80919  
(719) 632-9855 (Work)  
(719) 471-7882 (Work Fax)  
[beskew@cotaxprep.com](mailto:beskew@cotaxprep.com)  
Delivered via: Electronic Mail

JACKSON DEARBORN PARTNERS, LLC  
Attention: SHAUN BUSS  
53 WEST JACKSON BOULEVARD  
SUITE 1754  
CHICAGO, IL 60604  
(312) 878-7361 (Work)  
(312) 399-9221 (Home)  
[sbuss@jacksondearborn.com](mailto:sbuss@jacksondearborn.com)  
Delivered via: Electronic Mail

MUCH SHELIST, P.C.  
Attention: DEAN W. FARLEY  
191 NORTH WACKER DRIVE  
SUITE 1800  
CHICAGO, IL 60606  
(312) 521-2618 (Work)  
(312) 521-2518 (Work Fax)  
[dfarley@muchlaw.com](mailto:dfarley@muchlaw.com)  
Delivered via: Electronic Mail

BUTLER & PEETZ, LLC  
Attention: BILL PEETZ  
6625 DELMONICO DRIVE  
COLORADO SPRINGS, CO 80919  
(719) 492-0266 (Work)  
[peetz@comcast.net](mailto:peetz@comcast.net)  
Delivered via: Electronic Mail

KRAEMER KENDALL RUPP DEEN NEVILLE, LLC  
Attention: DAVID NEVILLE  
430 NORTH TEJON STREET  
SUITE 300  
COLORADO SPRINGS, CO 80903  
(719) 471-3690 (Work)  
[dneville@k2blaw.com](mailto:dneville@k2blaw.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55076029-7** Date: **12/08/2020**  
Property Address: **NEC POWERS BOULEVARD & GALLEY ROAD, COLORADO SPRINGS, CO 80915**  
Parties: **JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**  
**BUTLER & PEETZ, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$8,405.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate TAX ACCT #5407200052	\$26.00
	<b>Total \$8,531.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[El Paso county recorded 02/17/2016 under reception no. 216015633](#)

[El Paso county recorded 06/15/2006 under reception no. 206088726](#)

[El Paso county recorded 09/29/1993 under reception no. 2361043 at book 6270 page 970](#)

[El Paso county recorded 09/29/1993 under reception no. 2361042 at book 6270 page 968](#)

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

Order Number: SC55076029-7

**Property Address:**

NEC POWERS BOULEVARD & GALLEY ROAD, COLORADO SPRINGS, CO 80915

**1. Effective Date:**

12/04/2020 at 5:00 P.M.

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

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

\$4,400,000.00

Proposed Insured:

JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED  
LIABILITY COMPANY

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

A FEE SIMPLE AS TO PARCEL A AND A EASEMENT INTEREST AS TO PARCEL B

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

BUTLER & PEETZ, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THAT PORTION OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED IN BOOK 5046 AT PAGE 748; AND POWERS AND GALLEY PLAZA FILING NO. 1 AS RECORDED IN PLAT BOOK A-4 AT PAGE 30 OF THE RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7;  
THENCE N 00 DEGREES 27 MINUTES 46 SECONDS E, 1407.69 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE N 89 DEGREES 59 MINUTES 53 SECONDS E, 1435.46 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 3845 AT PAGE 126 OF SAID RECORDS, AND ALONG THE SOUTHERLY BOUNDARY LINE OF O.K. SUBDIVISION AS DESCRIBED IN PLAT BOOK G-3 AT PAGE 42 OF SAID RECORDS TO THE SOUTHEASTERLY CORNER OF SAID O.K. SUBDIVISION, A POINT ON THE WESTERLY BOUNDARY LINE OF CIMARRON INDUSTRIAL NO. 2 AS DESCRIBED IN PLAT BOOK Y-2 AT PAGE 22 OF SAID RECORDS;

THENCE S 00 DEGREES 29 MINUTES 25 SECONDS W, 1375.25 FEET ALONG SAID WESTERLY BOUNDARY LINE OF CIMARRON INDUSTRIAL NO. 2, AND ALONG THE WESTERLY BOUNDARY LINE OF CIMARRON INDUSTRIAL NO. 1 AS DESCRIBED IN PLAT BOOK N-2 AT PAGE 6 TO THE SOUTHWEST CORNER THEREOF, A POINT ON THE NORTHERLY LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 2230 AT PAGE 932 OF SAID RECORDS;

THENCE N 89 DEGREES 42 MINUTES 00 SECONDS W, 444.88 FEET ALONG SAID NORTHERLY LINE AND ALONG THE NORTHERLY LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 2388 AT PAGE 982 OF SAID RECORDS TO THE NORTHWEST CORNER THEREOF;

THENCE S 00 DEGREES 18 MINUTES 00 SECONDS W, 40.00 FEET ALONG THE WESTERLY LINE OF SAID TRACT TO THE SOUTHWEST CORNER THEREOF, A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 7;

THENCE N 89 DEGREES 42 MINUTES 00 SECONDS W, 990.00 FEET ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER TO  
THE POINT OF BEGINNING.

## ALTA COMMITMENT

### Old Republic National Title Insurance Company

#### Schedule A

Order Number: SC55076029-7

EXCEPT THE SOUTHERLY 40 FEET OF THE WESTERLY 990 FEET THEREOF AS CONVEYED TO EL PASO COUNTY BY DEED RECORDED JANUARY 15, 1965 IN BOOK 2053 AT PAGE [135](#) AND BY DEED RECORDED FEBRUARY 9, 1970 IN BOOK 2388 AT PAGE [981](#).

AND EXCEPT ANY PORTION HEREOF TAKEN OR USED AS POWERS BOULEVARD INCLUDING, BUT NOT LIMITED TO THAT CERTAIN TRACT CONVEYED TO THE CITY OF COLORADO SPRINGS BY DEED RECORDED OCTOBER 27, 1987 IN BOOK 5437 AT PAGE [983](#).

AND EXCEPT

THAT PORTION OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND THAT PORTION OF POWERS AND GALLEY PLAZA NO. 1 AS RECORDED IN PLAT BOOK A4 AT PAGE 30 OF THE RECORDS OF SAID COUNTY ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ADDITIONAL RIGHT OF WAY PARCEL AS RECORDED IN SAID POWERS AND GALLEY PLAZA FILING NO. 1; (THE FOLLOWING SIX (6) COURSES ARE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY LINES OF THE ADDITIONAL RIGHT OF WAY FOR GALLEY ROAD AS RECORDED IN SAID POWERS AND GALLEY PLAZA FILING NO. 1);

- (1) THENCE N 89 DEGREES 42 MINUTES 00 SECONDS W, 960.06 FEET;
  - (2) THENCE N 00 DEGREES 27 MINUTES 47 SECONDS E, 170.42 FEET;
  - (3) THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A CHORD BEARING OF S 44 DEGREES 37 MINUTES 07 SECONDS E, A CENTRAL ANGLE OF 90 DEGREES 09 MINUTES 47 SECONDS AND A RADIUS OF 150.00 FEET FOR AN ARC DISTANCE OF 236.05 FEET;
  - (4) THENCE S 89 DEGREES 42 MINUTES 00 SECONDS E, 29.52 FEET;
  - (5) THENCE S 85 DEGREES 53 MINUTES 09 SECONDS E, 150.33 FEET;
  - (6) THENCE S 89 DEGREES 42 MINUTES 00 SECONDS E, 330.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID POWERS AND GALLEY PLAZA FILING NO. 1; (THE FOLLOWING TWO (2) COURSES ARE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID LOT 1);
  - (1) THENCE N 00 DEGREES 27 MINUTES 47 SECONDS E, 200.00 FEET;
  - (2) THENCE S 89 DEGREES 42 MINUTES 00 SECONDS E, 300.09 FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN BOOK 5168 AT PAGE 1257 OF SAID RECORDS; (THE FOLLOWING THREE (3) COURSES ARE ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARY LINES OF SAID TRACT);
  - (1) THENCE S 89 DEGREES 42 MINUTES 00 SECONDS E, 68.61 FEET;
  - (2) THENCE S 00 DEGREES 27 MINUTES 47 SECONDS W, 200.00 FEET;
  - (3) THENCE N 89 DEGREES 42 MINUTES 00 SECONDS W, 68.61 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID POWERS AND GALLEY PLAZA FILING NO. 1;
- THENCE S 00 DEGREES 27 MINUTES 47 SECONDS W, 10.00 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

AND EXCEPT THAT PORTION CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY DEED RECORDED APRIL 16, 2010 UNDER RECEPTION NO. [210035525](#).

AND EXCEPT THAT PORTION OF LOT 2 OF POWERS & GALLEY PLAZA FILING NO. 1 BY DEED RECORDED FEBRUARY 17, 2016 UNDER RECEPTION NO. [216015634](#).

PARCEL B:

TEMPORARY NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT OVER AND ACROSS THAT PORTION

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

Order Number: SC55076029-7

OF LOT 1 IN POWERS AND GALLEY PLAZA NO. 1 AS DESCRIBED IN EASEMENT AGREEMENT  
RECORDED DECEMBER 13, 1991 IN BOOK 5913 AT PAGE [713](#).

Copyright 2006-2020 American Land Title Association. All rights reserved.

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



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55076029-7

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

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. PARTIAL RELEASE OF DEED OF TRUST DATED APRIL 05, 1993, FROM BUTLER, PATEL & PEETZ, A LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LARRY J. BUTLER, P.B. PATEL AND SAVITABEN PATEL TO SECURE THE SUM OF \$242,500.00 RECORDED SEPTEMBER 29, 1993, IN BOOK 6270 AT PAGE [972](#).
2. CERTIFICATE OF GOOD STANDING OF JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF ILLINOIS.
3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

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

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

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

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

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

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR BUTLER & PEETZ, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED FEBRUARY 16, 2018 AT RECEPTION NO. [218018603](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES BRUCE ESKEW AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55076029-7

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

7. (THIS ITEM WAS INTENTIONALLY DELETED)
8. SPECIAL WARRANTY DEED FROM BUTLER & PEETZ, LLC, A COLORADO LIMITED LIABILITY COMPANY TO JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
9. LAND TITLE REQUIRES A RECORDED RATIFICATION BY PARTIES WITH RIGHTS TO THE TEMPORARY NON-EXCLUSIVE INGRESS AND EGRESS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED DECEMBER 13, 1991 IN BOOK 5913, PAGE [713](#).

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

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

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

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF BUTLER & PEETZ, LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF JACKSON DEARBORN PARTNERS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

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

D. UPON PROOF OF PAYMENT OF 2017 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.

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

Order Number: SC55076029-7

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RIGHT OF WAY AS GRANTED TO COLORADO TELEPHONE CO. IN INSTRUMENT RECORDED MARCH 03, 1905, IN BOOK 358 AT PAGE [565](#) AND AS COVEYED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED AUGUST 5, 1911 IN BOOK 482 AT PAGE [190](#).
10. ALL DEPOSITS OF COAL CONTAINED IN SAID LANDS, TOGETHER WITH THE RIGHT TO GO UPON SAID LANDS, WITHOUT INTERFERING IN ANY WAY WITH THE IMPROVEMENTS OR CROPS THEREON OF THE SECOND PARTY, HIS HEIRS OR ASSIGNS, FOR THE PURPOSE OF DRILLING THE SAID LANDS IN PROSPECTING FOR ANY SUCH DEPOSITS OF COAL, AND THE FURTHER RIGHT TO MINE AND REMOVE ALL SUCH DEPOSITS, IF ANY, FROM THE SAID LANDS, TOGETHER WITH SUCH USE AND OCCUPATION OF SUCH PORTIONS THEREOF AS MAY BE REASONABLY NECESSARY FOR MINING AND TRANSPORTATION PURPOSES WHILE SAID COAL, IF ANY, IS BEING SO MINED AND REMOVED; AND SHOULD THE SURFACE OF ANY OF THE SAID LANDS BE PERMANENTLY APPROPRIATED FOR SUCH MINING PURPOSES, THE SAID PARTIES OF THE FIRST PART SHALL PAY THE PARTY OF THE SECOND PART FOR THE SAME SUCH FAIR AND REASONABLE SUM OF MONEY AS THEY MAY AGREE UPON AT THE TIME, WHICH, IN CASE OF DISAGREEMENT BETWEEN THEM AS TO THE FAIR VALUATION, SHALL BE DETERMINED BY ARBITRATION IN THE USUAL AND CUSTOMARY MANNER, AS RESERVED IN DEED RECORDED MARCH 16, 1920 IN BOOK 565 AT PAGE [192](#), EL PASO COUNTY, COLORADO.

Previously indicated that there wasn't a mineral estate holder on the property. This seems to indicate otherwise. Please clarify.



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

**Order Number:** SC55076029-7

11. RIGHT OF WAY AS GRANTED TO CIMARRON SANITATION DISTRICT IN INSTRUMENT RECORDED AUGUST 25, 1972, IN BOOK 2517 AT PAGE [968](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY EASEMENT RECORDED NOVEMBER 23, 1981 IN BOOK 3505 AT PAGE [164](#).
13. (THIS ITEM WAS INTENTIONALLY DELETED)
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT RECORDED MARCH 25, 1986 IN BOOK 5144 AT PAGE [484](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT PARKING AND USE RESTRICTION RECORDED MAY 06, 1986 IN BOOK 5164 AT PAGE [1211](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT ACCESS EASEMENT AND AGREEMENT RECORDED JULY 24, 1986 IN BOOK 5206 AT PAGE [577](#).
17. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT PARKING AND USE RESTRICTION RECORDED JULY 24, 1986 IN BOOK 5206 AT PAGE [582](#).
18. (THIS ITEM WAS INTENTIONALLY DELETED)
19. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 27, 1987, IN BOOK 5437 AT PAGE [983](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT ACCESS EASEMENT AND AGREEMENT RECORDED MAY 06, 1989 IN BOOK 5164 AT PAGE [1216](#).
21. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED DECEMBER 13, 1991 IN BOOK 5913 AT PAGE [713](#).
22. (THIS ITEM WAS INTENTIONALLY DELETED)
23. THE EFFECT OF FINDING AND RULING OF THE REFEREE AND DECREE OF THE WATER DISTRICT RECORDED DECEMBER 01, 2008 UNDER RECEPTION NO. [208127656](#).
24. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN RESOLUTION NO. 17-118, TO REZONE HEREIN DESCRIBED PROPERTY RECORDED APRIL 13, 2017, UNDER RECEPTION NO. [217042500](#).
25. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM SURVEY CERTIFIED JUNE 11, 2019 PREPARED BY OLIVER E. WATTS, CONSULTING ENGINEER, INC.  
  
SAID DOCUMENT STORED AS OUR IMAGE [16979359](#)
- A). TELEPHONE PEDESTAL ON PROPERTY OUTSIDE OF RECORDED EASEMENT;  
B). FENCING IS NOT COINCIDENT TO PROPERTY LINE.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 20-395 RECORDED NOVEMBER 10, 2020 UNDER RECEPTION NO. [220182498](#).



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Corporation

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:

Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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