



**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: **RND55076435-4**

Date: **08/16/2019**

Property Address: **PIKES PEAK RACEWAY, COLORADO SPRINGS, CO 80817**

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

For Closing Assistance

For Title Assistance

ROBERT HAYES
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

CITY OF COLORADO SPRINGS
Attention: DARLENE KENNEDY
30 S NEVADA AVE #502
COLORADO SPRINGS, CO 80903
(719) 385-5605 (Work)
dkennedy@springsgov.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **RND55076435-4**

Date: **08/16/2019**

Property Address: **PIKES PEAK RACEWAY, COLORADO SPRINGS, CO 80817**

Parties: **A PURCHASER TO BE DETERMINED**

**THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND
COLORADO MUNICIPAL CORPORATION**

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$269.00
TBD - TBD Income	\$-269.00
	Total \$0.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[El Paso county recorded 09/13/2018 under reception no. 218107074](#)

[El Paso county recorded 07/02/2008 under reception no. 208075869](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55076435-4

Property Address:

PIKES PEAK RACEWAY, COLORADO SPRINGS, CO 80817

1. Effective Date:

08/12/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

A PURCHASER TO BE DETERMINED

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

A Fee Simple

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

THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION

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

(FOR INFORMATIONAL PURPOSES ONLY: THE BELOW REFERENCED PARCELS WERE CONVEYED TO THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION IN INSTRUMENT RECORDED SEPTEMBER 13, 2018 UNDER RECEPTION NO. [218107074](#))

EXHIBIT C

LEGAL DESCRIPTION - GRANTOR ACCESS EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED AT RECEPTION NO. 208075869, EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS A PORTION OF THE WESTERLY LINE SAID PARCEL DESCRIBED AT RECEPTION NO. 208075869, MONUMENTED AT EACH END WITH A #5 REBAR AND A 1 ½" ALUMINUM CAP MARKED "JR ENG. PLS 10377". SAID LINE IS ASSUMED TO BEAR NORTH 22 DEGREES 59 MINUTES AND 14 SECONDS WEST, 2813.09 FEET.

BEGINNING AT AN ANGLE POINT ON THE WESTERLY LINE OF SAID PARCEL;

THENCE NORTH 22 DEGREES 59 MINUTES 14 SECONDS WEST, ALONG SAID WESTERLY LINE, 1,210.76 FEET;

THENCE NORTH 67 DEGREES 00 MINUTES 46 SECONDS EAST 50.00 FEET;

THENCE SOUTH 22 DEGREES 59 MINUTES 14 SECONDS EAST 1,225.08 FEET;

THENCE SOUTH 8 DEGREES 58 MINUTES 07 SECONDS WEST 94.47 FEET;

THENCE NORTH 22 DEGREES 59 MINUTES 14 SECONDS WEST, 94.47 FEET TO THE POINT OF BEGINNING.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND55076435-4

EXHIBIT D

LEGAL DESCRIPTION - CITY ACCESS EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED AT RECEPTION NO. 208075869, EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS IS A PORTION OF THE WESTERLY LINE OF SAID PARCEL DESCRIBED AT RECEPTION NO. 208075869, MONUMENTED AT EACH END WITH A #5 REBAR AND A 1 1/2" ALUMINUM CAP MARKED "JR ENG. PLS 10377". SAID LINE IS ASSUMED TO BEAR NORTH 22 DEGREES 59 MINUTES 14 SECONDS WEST, 2,813.09 FEET.

COMMENCING AT AN ANGLE POINT ON THE WESTERLY LINE OF SAID PARCEL; THENCE NORTH 22 DEGREES 59 MINUTES AND 14 SECONDS WEST, 1,210.76 FEET TO THE POINT OF BEGINNING (THE FOLLOWING FIVE COURSES ARE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID PARCEL);

THENCE NORTH 22 DEGREES 59 MINUTES 14 SECONDS WEST, 1,602.33 FEET;
THENCE NORTH 11 DEGREES 26 MINUTES 33 SECONDS WEST, 400.44 FEET;
THENCE NORTH 42 DEGREES 56 MINUTES 31 SECONDS EAST, 207.91 FEET;
THENCE NORTH 03 DEGREES 56 MINUTES 59 SECONDS EAST, 46.50 FEET;
THENCE NORTH 48 DEGREES 39 MINUTES 43 SECONDS EAST, 1,100.27 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 25;
THENCE SOUTH 30 DEGREES 43 MINUTES 15 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 50.87 FEET;
THENCE SOUTH 48 DEGREES 39 MINUTES 43 SECONDS WEST, 1,070.33 FEET;
THENCE SOUTH 03 DEGREES 56 MINUTES 59 SECONDS WEST, 43.64 FEET;
THENCE SOUTH 42 DEGREES 56 MINUTES 31 SECONDS WEST, 199.92 FEET;
THENCE SOUTH 11 DEGREES 26 MINUTES 33 SECONDS EAST, 369.70 FEET;
THENCE SOUTH 22 DEGREES 59 MINUTES 14 SECONDS EAST, 1,597.27 FEET;
THENCE SOUTH 67 DEGREES 00 MINUTES 46 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND55076435-4

All of the following Requirements must be met:

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

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

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

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

1. WARRANTY DEED FROM THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION TO A PURCHASER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: [RND55076435-4](#)

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED NOVEMBER 01, 1872 IN BOOK 6 AT PAGE [141](#).**
- 10. FOOT RIGHT-OF-WAY TO EL PASO COUNTY ALONG ALL SECTION LINES AS RECORDED OCTOBER 3, 1887 IN BOOK A AT PAGE [78](#), BEING 30 FEET ON EACH SIDE OF EACH SECTION LINE.**
- 11. EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 24, 1973, IN BOOK 2580 AT PAGE [52](#).**
- 12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HANOVER FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 18, 1993, IN BOOK 6239 AT PAGE [364](#).**
- 13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WARRANTY DEED RECORDED NOVEMBER 01, 1996 UNDER RECEPTION NO. [96139719](#) AND RE-RECORDED NOVEMBER 12, 1996 UNDER RECEPTION NO. [96143052](#) AND RECORDED OCTOBER 18, 2005 UNDER RECEPTION NO. [205166057](#).
MODIFICATION TO DECLARATION OF PROTECTIVE COVENANTS RECORDED JUNE 23, 2016 UNDER RECEPTION NO. [216068702](#), IN REGARDS HERETO.**

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

Order Number: [RND55076435-4](#)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 96-390, LAND USE -144 RECORDED NOVEMBER 20, 1996 UNDER RECEPTION NO. [96146132](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JULY 02, 2008 UNDER RECEPTION NO. [208075863](#) AND IN QUIT CLAIM DEED JULY 2, 2008 UNDER RECEPTION NO. [208075864](#).
16. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF PROTECTIVE COVENANTS RECORDED SEPTEMBER 13, 2018 AT RECEPTION NO. [218106795](#).
17. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL WARRANTY DEED AND GRANT OF PERMANENT ACCESS EASEMENT AND GRANT OF OPTION FOR UTILITY EASEMENT RECORDED SEPTEMBER 13, 2018 AT RECEPTION NO. [218107074](#).

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



**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



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.

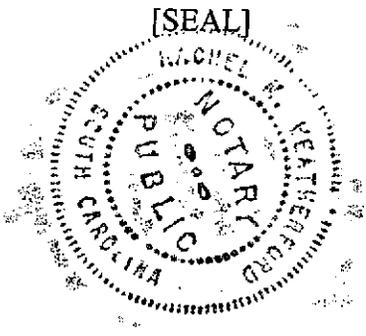
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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by **JOHN H. MOLLOY**, as President of Pikes Peak Raceway, Inc., a Colorado corporation.

Witness my hand and official seal.



Rachel M. Weatherford
Notary Public
My commission expires: 5-4-2016

EXHIBIT A LEGAL
NORTH 200

A PARCEL OF LAND BEING A PART OF SECTIONS FOUR (4), FIVE (5), AND EIGHT (8), ALL IN TOWNSHIP SEVENTEEN SOUTH (T17S), RANGE SIXTY-FIVE WEST (R65W) AND SECTIONS THIRTY-TWO (32) AND THIRTY-THREE (33) ALL IN TOWNSHIP SIXTEEN SOUTH (T16S), RANGE SIXTY-FIVE WEST (R65W) OF THE 6TH PRINCIPAL MERIDIAN (6TH P.M.), COUNTY OF EL PASO, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE NORTHWEST CORNER OF SAID SECTION (9) BEARS NORTH 01°00'35" WEST A DISTANCE OF 343.80 FEET, AND ASSUMING THE WEST LINE OF THE NW 1/4 OF SAID SECTION (9) AS BEARING NORTH 01°00'35" WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 89°12'16" WEST 354.42 FEET;
THENCE NORTH 00°24'41" WEST 1640.61 FEET;
THENCE NORTH 08°58'07" EAST 950.66 FEET;
THENCE NORTH 22°59'14" WEST 2813.09 FEET;
THENCE NORTH 11°26'33" WEST 400.44 FEET;
THENCE NORTH 42°56'31" EAST 207.91 FEET;
THENCE NORTH 03°56'59" EAST 46.50 FEET;
THENCE NORTH 48°39'43" EAST 1100.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-25;
THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;
THENCE SOUTH 30°43'15" EAST 98.15 FEET;
THENCE SOUTH 33°43'44" EAST 1391.45 FEET;
THENCE SOUTH 26°47'11" EAST 1246.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE ALONG THE ARC OF A CURVE WHICH IS CONCAVE TO THE WEST A DISTANCE OF 335.99 FEET, WHOSE RADIUS IS 5580.00 FEET, WHOSE DELTA IS 03°27'00" AND WHOSE LONG CHORD BEARS SOUTH 25°15'05" EAST 335.96 FEET;
THENCE SOUTH 23°22'38" EAST 2358.28 FEET TO A POINT ON THE NORTH LINE, S1/2, SW1/4, OF SAID SECTION 4;
THENCE ALONG SAID NORTH LINE, SOUTH 89°24'43" WEST 2052.18 FEET TO THE NORTHWEST CORNER OF THE SW1/4, SW1/4 OF SAID SECTION 4;
THENCE SOUTH 00°22'50" EAST ALONG THE WESTERLY LINE OF THE SW1/4 OF SAID SECTION 4, 1294.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9;
THENCE SOUTH 00°48'48" EAST, ALONG THE WESTERLY LINE OF THE NW1/4 OF SAID SECTION 9, 343.80 FEET TO THE POINT OF BEGINNING.

Chuck Broerman
09/13/2018 04:07:07 PM
Doc \$0.00 13
Rec \$73.00 Pages

El Paso County, CO



218107074

**SPECIAL WARRANTY DEED
and
GRANT OF PERMANENT ACCESS EASEMENT
and
GRANT OF OPTION FOR UTILITY EASEMENT**

D.F. \$0.00

NORTH PARK 200 LLC, a Colorado limited liability company, GRANTOR whose street address is **16650 Midway Ranch Road, Fountain, CO 80817, County of El Paso and State of Colorado**, for the consideration of Ten Dollars and no/100 (**\$10.00**), in hand paid, hereby sells and conveys to the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation, **GRANTEE** whose street address is 30 South Nevada Avenue, Suite 502, City of Colorado Springs, County of El Paso and State of Colorado, the following real property in the County of El Paso and State of Colorado, to wit:

Tract A as described and depicted on Exhibits "A" and "B", attached hereto and made a part hereof

AKA a portion of tax schedule number 57000-00-131

with all its appurtenances (the "Property") and Grantor further warrants the title against all persons claiming under Grantor, subject to easements, conditions and restrictions of record.

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, the Grant of an 50-foot wide non-exclusive ingress, egress and access and utilities easement along the western edge of the Property, in the location described in the attached **Exhibit "C"** and depicted in the attached **Exhibit "B"** (the "Grantor Easement"). The Grantor Easement may be used for the benefit of Grantor's adjacent property and nearby property currently owned by affiliates of the Grantor. Grantor acknowledges that the Grantee's intended use of the Property is as a firearms training facility. The Grantor Easement shall be limited to use at times that Grantee is not using the Property for live firearms training. The use of the Grantor Easement shall require that Grantor notify Grantee of its intent to enter the Grantor Easement in advance, and the parties shall coordinate a mutually safe and convenient time for such use by Grantor. The Grantor shall bear the cost of installation and maintenance of the Grantor's utilities located in the Grantor Easement.

GRANTOR FURTHER CONVEYS to the Grantee a permanent access easement in the location described in the attached **Exhibit "D"** and depicted in the attached **Exhibit "B"** (the "Access Easement"). The Grantor shall not erect or construct any building or other permanent structure within the Access Easement. The Grantor shall not block said access. Grantor covenants and agrees that no act shall be permitted or committed within the Access Easement which is inconsistent with the rights herein granted, and that the grade or ground level of the Access Easement shall not be changed by the Grantor by excavation or filling by more than one foot, without the written consent of the

RES File Number 19270

City Council Resolution Number 16-18



55064018

[Signature]
MANAGER, NORTH PARK 200 LLC

Grantee; and Grantor shall refrain from all acts within the Access Easement which might reduce the safety of or cause a hazard to or which might increase the cost of, maintenance, operation, repair, removal, or replacement of the Grantee's facilities and improvements. The Access Easement shall be appurtenant to, and run with the ownership of, the Property.

GRANTOR FURTHER CONVEYS to the Grantee the right to receive a utility easement across the adjacent lands of Grantor for the purpose of providing utilities to the Property. Upon request by the Grantee, Grantor shall grant the utility easement to Grantee upon the terms set forth in this paragraph. The location of the utility easement shall be subject to the reasonable approval of both Grantor and Grantee, and may be relocated from time to time by the Grantor in order to accommodate the development of Grantor's adjacent property and the nearby property of affiliates of the Grantor. Any such relocation of the utility easement shall not adversely affect Grantee's permitted use of the Property and shall be at the Grantor's expense. Grantee also acknowledges and agrees that the initial cost to extend utility service to the Property shall be borne by the Grantee. The rights and burdens of this paragraph, regarding the utility easement, shall be a covenant running with the land, and shall burden the adjacent property of the Grantor and inure to the benefit of the Property; provided, however, that this paragraph, regarding the utility easement, shall be superseded by any subsequent written and recorded agreement between Grantor and Grantee, or their successors or assigns, regarding a utility easement to serve the Property.

CONVEYANCE is made under and subject to the Declaration of Protective Covenants attached hereto as **Exhibit "E."**

[The remainder of this page left intentionally blank - Signature page to follow]

Signed this 10th day of July, 2018.

NORTH PARK 200 LLC, a Colorado limited liability company

By: *Guy Kethe*

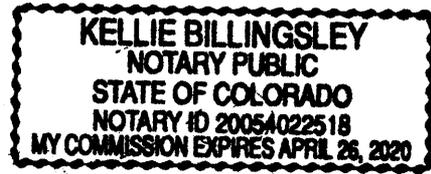
Its: MANAGER

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 10th day of July, 2018 by Guy Kethe, as Manager of NORTH PARK 200 LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: 04/26/2020



Kellie Billingsley
Notary Public

Accepted by the City of Colorado Springs

By: *Darlene Kennedy* this 13 day of September, 2018
Darlene Kennedy
Real Estate Services Manager

By: *Peter Carey* this 23 day of July, 2018
Peter Carey
Police Chief

Approved as to Form:

By: *M. J. Bolinger*
Benjamin J Bolinger, Senior Attorney
Office of the City Attorney

Date: July 23, 2018

EXHIBIT A & B

Legal Description - PROPOSED CITY OF COLORADO SPRINGS PROPERTY "TRACT A"

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:
 The basis of bearings is a portion of the of the westerly line solid parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG, PLS 10377". Solid line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.
 Beginning at an angle point on the west line of solid parcel:

- 1) thence North 22 degrees 59 minutes 14 seconds West, along the westerly line of solid parcel 1,210.76 feet;
- 2) thence North 67 degrees 00 minutes 46 seconds East, 590.00 feet;
- 3) thence South 22 degrees 59 minutes 14 seconds East, 1,270.82 feet;
- 4) thence South 67 degrees 00 minutes 46 seconds West, 590.00 feet;
- 5) thence North 22 degrees 59 minutes 14 seconds West, 59.89 feet to the point of beginning.

Legal Description - PROPOSED CITY OF FOUNTAIN PROPERTY "TRACT B"

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:
 The basis of bearings is a portion of the of the westerly line solid parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG, PLS 10377". Solid line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.
 Commencing at an angle point on the westerly line of solid parcel; thence South 22 degrees 59 minutes 14 seconds East along the southeasterly prolongation of solid westerly line 59.89 feet to the point of beginning.

- 1) thence North 67 degrees 00 minutes 46 seconds East, 590.00 feet;
- 2) thence South 22 degrees 59 minutes 14 seconds East, 1,270.82 feet;
- 3) thence South 67 degrees 00 minutes 46 seconds West, 590.00 feet;
- 4) thence North 22 degrees 59 minutes 14 seconds West, 59.89 feet to the point of beginning.

Legal Description - CITY ACCESS EASEMENT

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:
 The basis of bearings is a portion of the of the westerly line solid parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG, PLS 10377". Solid line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.
 Commencing at an angle point on the westerly line of solid parcel; thence North 22 degrees 59 minutes 14 seconds West, 1,210.76 feet to the point of beginning (the following five courses are along the westerly and northerly lines of solid parcel):

- 1) thence North 22 degrees 59 minutes 14 seconds West, 1,602.33 feet;
- 2) thence North 11 degrees 28 minutes 31 seconds West, 400.44 feet;
- 3) thence North 42 degrees 58 minutes 31 seconds East, 207.91 feet;
- 4) thence North 03 degrees 38 minutes 49 seconds East, 46.50 feet;
- 5) thence North 48 degrees 39 minutes 43 seconds East, 1,100.27 feet to the westerly right of way line;
- 6) thence South 30 degrees 43 minutes 15 seconds East, along solid right of way line, 50.87 feet;
- 7) thence South 48 degrees 39 minutes 43 seconds West, 1,070.33 feet;
- 8) thence South 03 degrees 38 minutes 49 seconds West, 43.54 feet;
- 9) thence South 42 degrees 58 minutes 31 seconds West, 1,99.92 feet;
- 10) thence South 11 degrees 28 minutes 31 seconds East, 369.70 feet;
- 11) thence South 22 degrees 59 minutes 14 seconds West, 1,587.27 feet;
- 12) thence South 67 degrees 00 minutes 46 seconds West, 50.00 feet to the point of beginning.

Legal Description - GRANITOR ACCESS EASEMENT

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:
 The basis of bearings is a portion of the of the westerly line solid parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG, PLS 10377". Solid line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.
 Beginning at an angle point on the westerly line of solid parcel:

- 1) thence North 22 degrees 59 minutes 14 seconds West, along solid westerly line, 1,210.76 feet;
- 2) thence North 67 degrees 00 minutes 46 seconds East, 590.00 feet;
- 3) thence South 22 degrees 59 minutes 14 seconds East, 1,225.08 feet;
- 4) thence South 67 degrees 00 minutes 46 seconds West, 94.47 feet;
- 5) thence North 22 degrees 59 minutes 14 seconds West, 94.47 feet to the point of beginning.

SURVEYOR'S STATEMENT:

The undersigned Colorado Registered Professional Land Surveyor does hereby state and declare to Pikes Peak International Registry, exclusively, that the accompanying plat was surveyed and drawn by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in El Paso County, Colorado and accordingly show the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.
 This statement is neither a warranty, either expressed or implied.

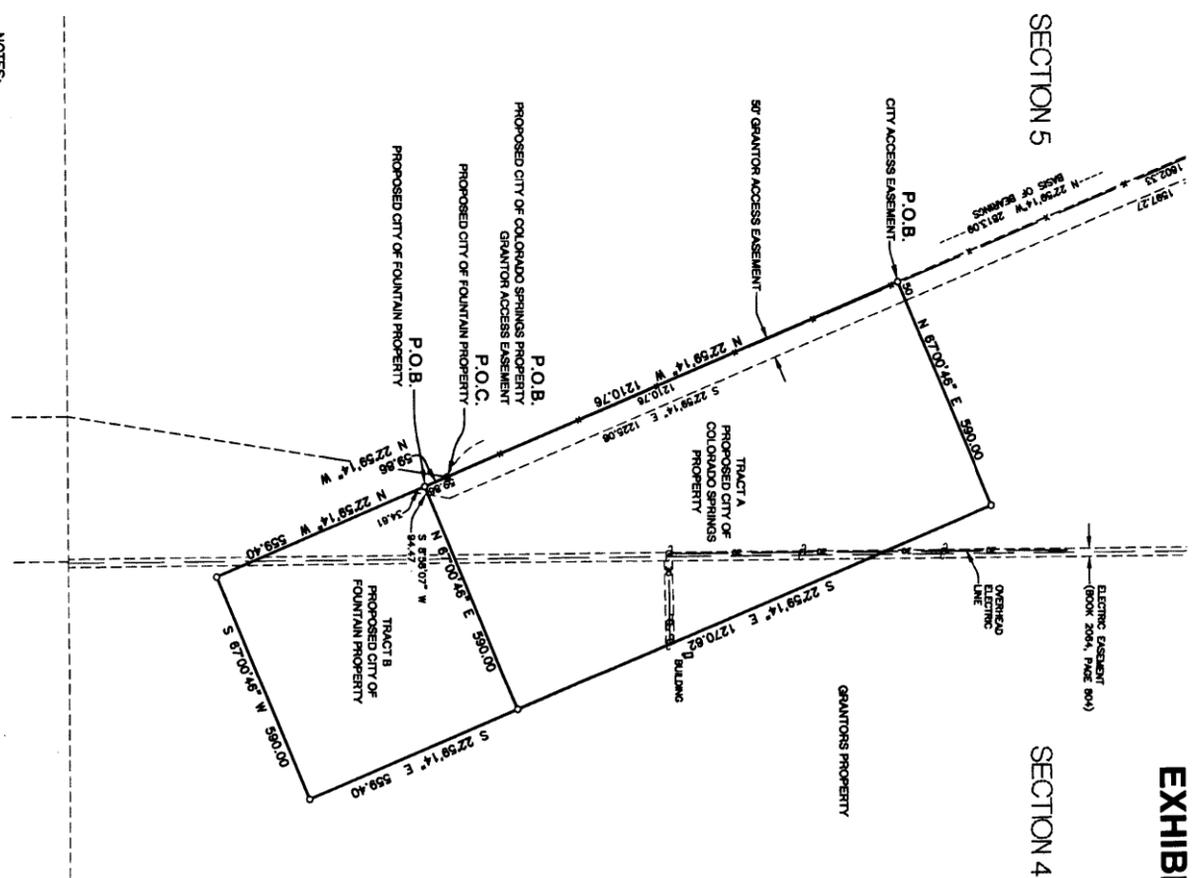


APPROVED 8/18/2018
NORTH PARK 200 LLC

MANAGER, NORTH PARK 200 LLC

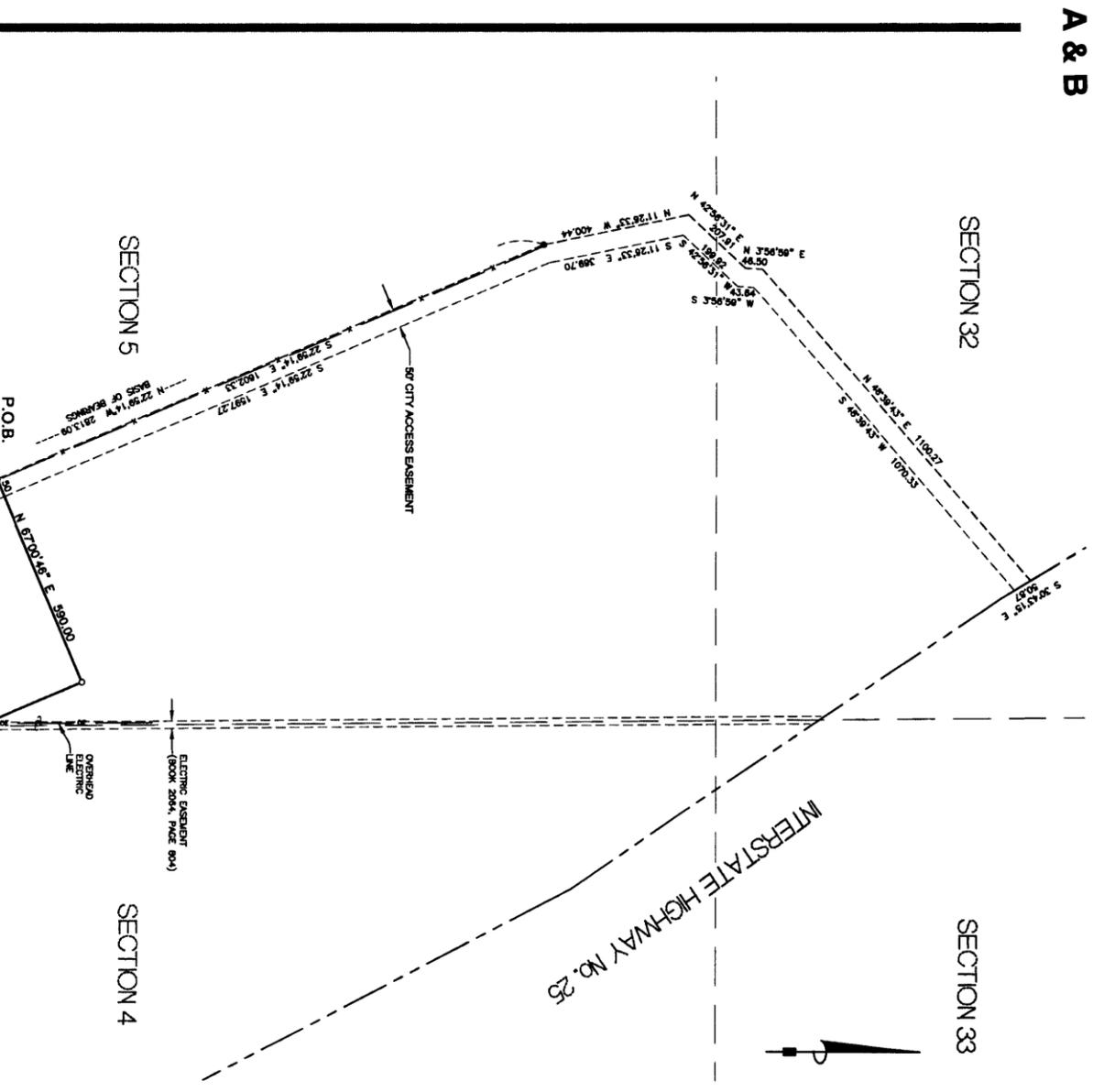
Mark S. Johnson
 Colorado Registered Professional Land Surveyor No. 39243
 For and on behalf of Compass Surveying and Mapping, LLC

COMPASS SURVEYING & MAPPING, LLC
 721 SOUTH 23RD STREET, SUITE B
 COLORADO SPRINGS, CO 80904
 719-554-4120
 WWW.CSMALLC.COM



NOTES:

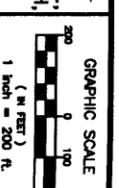
- 1) * Denote recovered #5 rebar with a 1 1/2" aluminum cap stamped "JR ENG, PLS 10377", flush with ground.
 - o Denote set #5 rebar w/ 1 1/4" plastic cap marked "PLS 32439", flush with ground.
- 2) The basis of bearings is a portion of the of the westerly line of the parcel described at Reception No. 208075869, monumented as shown and assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.
- 3) This survey does not constitute a title search by Compass Surveying & Mapping, LLC to determine the availability of interests in the land. For all inquiries regarding the availability of any and title of record, Compass Surveying & Mapping, LLC relied upon a Commitment No. 570-FO475203-370-LTB with an effective date of February 6, 2014 at 7:00 A.M.
- 4) The lineal units used in this survey are U.S. Survey Feet.
- 5) 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 action be commenced more than ten years from the date of the certification shown hereon.
- 6) Any utilities shown have been located from field survey information. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor is not responsible for the location of any utility not shown on the plat. Location indicated although he does state that they are located as accurately as possible from the information available. This surveyor has not physically located the underground utilities.
- 7) Easements and other public documents shown or noted on this survey were examined as to obligations, terms, or as to the right to grant the same.



DEPOSITING CERTIFICATE:

Deposited this _____ day of _____ A.D. 2018 at _____ o'clock _____ M. in Book _____ of Land Survey Plats, at _____ of the records _____ of the Clerk and Recorder's Office of El Paso County, Colorado.
 By: Deputy _____

LOCATED IN THE WEST HALF OF SECTION 4 AND THE EAST HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



REVISIONS:	DATE	DESCRIPTION
1	7/15/18	Review Access Easement
2	7/27/18	Review Access Easement
3	8/05/18	Review City Access Easement
4	8/17/18	Local Tracts

PROJECT NO. 18005
 FEBRUARY 1, 2018
 SHEET 1 OF 1

EXHIBIT C

Legal Description – Grantor Access Easement

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:

The basis of bearings is a portion of the of the westerly line said parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG. PLS 10377". Said line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.

Beginning at an angle point on the westerly line of said parcel;

- 1) thence North 22 degrees 59 minutes 14 seconds West, along said westerly line, 1,210.76 feet;
- 2) thence North 67 degrees 00 minutes 46 seconds East, 50.00 feet;
- 3) thence South 22 degrees 59 minutes 14 seconds East, 1,225.08 feet;
- 4) thence South 8 degrees 58 minutes 07 seconds West, 94.47 feet;
- 5) thence North 22 degrees 59 minutes 14 seconds West, 94.47 feet to the point of beginning.

Containing a calculated area of 63,258 square feet (1.4522 acres), more or less.

This legal description was prepared by me or under my direct supervision and checking and is true and correct to the best of my knowledge, information and belief.

The above statement is neither a warranty or guarantee, either expressed or implied.



Mark S. Johannes, PLS, CFedS
Colorado Professional Land Surveyor No. 32439
For and on behalf of Compass Surveying & Mapping, LLC

EXHIBIT D

Legal Description – City Access Easement

That portion of the parcel described at Reception No. 208075869, El Paso County, Colorado described as follows:

The basis of bearings is a portion of the of the westerly line said parcel described at Reception No. 208075869, monumented at each end with a #5 rebar and a 1 1/2" aluminum cap marked "JR ENG. PLS 10377". Said line is assumed to bear North 22 degrees 59 minutes 14 seconds West, 2,813.09 feet.

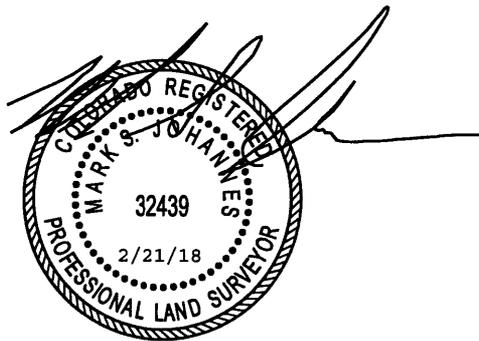
Commencing at an angle point on the westerly line of said parcel; thence North 22 degrees 59 minutes 14 seconds West, 1,210.76 feet to the point of beginning (the following five courses are along the westerly and northerly lines of said parcel;

- 1) thence North 22 degrees 59 minutes 14 seconds West, 1,602.33 feet;
- 2) thence North 11 degrees 26 minutes 33 seconds West, 400.44 feet;
- 3) thence North 42 degrees 56 minutes 31 seconds East, 207.91 feet;
- 4) thence North 03 degrees 56 minutes 59 seconds East, 46.50 feet;
- 5) thence North 48 degrees 39 minutes 43 seconds East, 1,100.27 feet to the westerly right of way line of Interstate Highway No. 25;
- 6) thence South 30 degrees 43 minutes 15 seconds East, along said right of way line, 50.87 feet;
- 7) thence South 48 degrees 39 minutes 43 seconds West, 1,070.33 feet;
- 8) thence South 03 degrees 56 minutes 59 seconds West, 43.64 feet;
- 9) thence South 42 degrees 56 minutes 31 seconds West, 199.92 feet;
- 10) thence South 11 degrees 26 minutes 33 seconds East, 369.70 feet;
- 11) thence South 22 degrees 59 minutes 14 seconds East, 1,597.27 feet;
- 12) thence South 67 degrees 00 minutes 46 seconds West, 50.00 feet to the point of beginning.

Containing a calculated area of 165,958 square feet (3.8099 acres), more or less.

This legal description was prepared by me or under my direct supervision and checking and is true and correct to the best of my knowledge, information and belief.

The above statement is neither a warranty or guarantee, either expressed or implied.



Mark S. Johannes, PLS, CFedS
Colorado Professional Land Surveyor No. 32439
For and on behalf of Compass Surveying & Mapping, LLC

DECLARATION OF PROTECTIVE COVENANTS

Date: September 13, 2018

These Protective Covenants (the "Protective Covenants") are attached to and made a part of a deed, dated September 13, 2018 (the "Deed"), conveying certain land (the "City Property") from North Park 200 LLC, a Colorado limited liability company whose address is 16650 Midway Ranch Road, Fountain, Colorado, 80817 (the "Declarant") to the City of Colorado Springs, Colorado a home rule city and Colorado municipal corporation whose address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, 80903 (the "CITY").

WHEREAS the City Property is 17.2 acres, more or less, located in El Paso County, Colorado and further described in the legal description attached herein and made a part hereto as Exhibit "A"; and,

WHEREAS the Declarant; and, Raceway 200 LLC, a Colorado limited liability company whose address is 16650 Midway Ranch Road, Fountain, Colorado, 80817; and, South 750 LLC, a Colorado limited liability company whose address is 16650 Midway Ranch Road, Fountain, Colorado, 80817 and Pikes Peak International Raceway LLC, a Colorado limited liability company whose address is 16650 Midway Ranch Road, Fountain, Colorado, 80817 and John Simmons, whose address is 1 Maiden Lane, Fairfax, California 94930 (collectively the "Affiliates") own real property adjoining or nearby the City Property and as referenced by Tax Schedule Number in Exhibit "B" (the "Adjoining Property"); and,

PC 7/23/18

WHEREAS the Declarant and Affiliates own, develop, operate and utilize motorsports, training, entertainment, recreation, hospitality, commercial, industrial and motorsports residential facilities, properties and uses adjoining and nearby the City Property (the "Uses"); and,

WHEREAS it is essential to the Declarant that the City Property be developed, maintained and used in a manner not detrimental to the Declarant's and Affiliates' ownership, development, operation and utilization of the adjoining and nearby properties for the Uses; and, the CITY agrees with the foregoing.

NOW THEREFOR, the City Property described in the Deed and herein is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the land; and, to ensure use of the property so as to:

- (a) The City Property shall be developed, maintained and used in a manner not detrimental to the Adjoining Property and the Uses thereon; and,
- (b) Prevent development and use of the City Property for any use other than as set forth in these Protective Covenants.



55064018

Declarant initials: AK
Date: 9/13/18

City initials: PC
Date: 9-12-18

These Protective Covenants apply to all of the City Property and to any individual or entity having any interest in the City Property after the date of the deed for the duration of these Protective Covenants.

Article 1 - Definitions.

(a) As used herein, the term "Weapons Training" is defined as: The weapons related training performed by CITY, or through its authorized contractors and agents, to train, manage, practice, compete, teach, test and certify employees, officers and duly authorized agents of government agencies, and not the general public, in the use, operation, research, development, fabrication, maintenance, manipulation, detonation and disposal of weapons, weapons systems, guns, ammunition and explosive devices including weapons utilized via vehicles, remote control, water craft, aircraft or unmanned aircraft systems. An exception to the general public's exclusion from the Weapons Training is that the general public is permitted to participate in said Weapons Training pursuant to the following conditions: The participation is i) incidental to the Weapons Training; and, ii) facilitated through CITY; and, iii) not in competition to Declarant's and Affiliates' use of the Adjoining Property; and, does not cause harm, damage or interference with Declarant's and Affiliates' use of the Adjoining Property.

(b) As used herein, the term "Public Safety Training" is defined as: The public safety related training performed by CITY, or through its authorized contractors and agents, to train, manage, practice, compete, teach, test and certify employees, officers and duly authorized agents of government agencies, and not the general public, in public safety services, procedures, activities and duties including but not limited to Weapons Training, public safety training involving vehicles, remote control devices, watercraft, aircraft or unmanned aircraft systems. An exception to the general public's exclusion from the Public Safety Training is that the general public is permitted to participate in said Public Safety Training pursuant to the following conditions: The participation is i) incidental to the Public Safety Training; and, ii) facilitated through CITY; and, iii) not in competition to Declarant's and Affiliates' use of the Adjoining Property; and, does not cause harm, damage or interference with Declarant's and Affiliates' use of the Adjoining Property.

Article 2 - Permitted Uses.

(c) The City Property shall primarily be used for Weapons Training and Public Safety Training, provided that such training shall not compete commercially with the Declarant & Affiliates use of the Adjoining Property.

Article 3 - Condition of The City Property.

Declarant initials: JK City initials: RC
Date: 9/12/18 Date: 9-12-18

CITY shall develop, operate and maintain the City Property and any improvements thereon, including but not limited to weapons training ranges, in a good, safe, clean and professional manner; and according to nationally recognized standards for developing, operating, and maintaining similar ranges and facilities.

Article 6 - Duration and Amendments.

These Protective Covenants, and any amendments thereto, shall remain in effect for fifty (50) years from the date first written above. These Protective Covenants may be amended from time to time by an instrument in writing executed and acknowledged by Declarant and CITY. The Declarant, in its sole discretion, may cancel and terminate these Protective Covenants at any time by an instrument in writing, executed and acknowledged by Declarant, and filed of record with the El Paso County Clerk and Recorder.

Article 7 - Enforcement.

These Protective Covenants may be enforced as provided herein by the Declarant and its successors. Violation of any condition, covenant, restriction or reservation herein shall give to Declarant, or its successors the right to bring proceedings in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations and to enjoin them from so doing.

Article 8 - Severability.

Invalidation of any part of these Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Article 10 - No Waivers.

The failure of Declarant, its successors and assigns to enforce any of the terms, conditions, covenants, restrictions or reservations contained in these Covenants shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other term, condition, covenant, restriction or reservation. Neither Declarant nor any other party with the right of enforcement shall be liable for any failure to enforce any term, condition, covenant, restriction or reservation contained in these Covenants.

Article 11 - CITY Consent.

CITY hereby acknowledges these Protective Covenants and consents to comply with the terms of these Protective Covenants to the extent permitted by law.

Declarant initials: MC City initials: PC
Date: 9/13/18 Date: 9-12-18

**CITY OF COLORADO SPRINGS, COLORADO
A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION**

By: Peter Carey
Peter Carey, Chief of Police

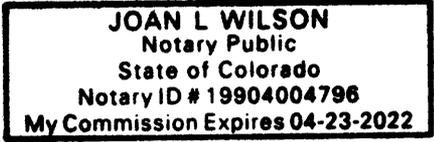
STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

Subscribed and sworn to by Peter Carey, who
personally appeared before me this 23rd day of July, 2018.

Witness my hand and official seal.
My term expires: 4/23/22

Joan L. Wilson
Notary Public

Approved as to form:
[Signature]
Senior Attorney, City Attorney's Office



Declarant initials: PC City initials: PC
Date: 9/13/18 Date: 9-12-18

EXHIBIT B

“Adjoining Property”

57000-00-010

57000-00-109

57000-00-115

57000-00-129

57000-00-130

57000-00-131

57000-00-145

57000-00-146

57000-00-154