

**Chicago Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: C2070961-095-095-2CA

1. **Effective Date:** March 23, 2022 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

3. Title to the estate or interest in the land is at the Effective Date vested in:

[Balch Family Trust dated January 24, 2000](#)

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 11925 Milam Road, Colorado Springs, CO 80908-3871

Attached Legal Description

A parcel of land located in the South Half of Section 13 in Township 12 South, Range 66 West of the 6th P.M., more particularly described as follows:

Beginning at the West Quarter Corner of said Section 13 from whence the Southeast corner of said Section 13 bears S 01 degrees 02 minutes 35 seconds E, a distance of 2635.73 feet and all bearings contained herein are relative thereto;

thence N 89 degrees 18 minutes 00 seconds E along the North line of the South Half of said Section 13, a distance of 30.00 feet to the true point of beginning;

thence N 89 degrees 18 minutes 00 seconds E, along the North line of the South Half of said Section 13, a distance of 3107.43 feet;

thence S 01 degrees 00 minutes 54 seconds E and parallel with the West Line of the South-east Quarter of said Section 13, a distance of 992.56 feet to a point on the South line of the North three-fourths of the Northwest Quarter of the Southeast Quarter of said Section 13;

thence S 89 degrees 26 minutes 53 seconds W, along the South line of the North three-fourths of the Northwest Quarter of the Southeast Quarter of said Section 13; a distance of 489.85 feet to a point which is the Southwest corner of the North three-fourths of the Northwest Quarter of the Southeast Quarter of said Section 13;

thence N 01 degrees 00 minutes 54 seconds W, along the center line of the South Half of said Section 13; a distance of 3.97 feet to a point which is the Southeast corner of the North 60 acres of Southwest Quarter of said Section 13;

thence S 89 degrees 18 minutes 00 seconds W, along the South line of the North 60 acres of the Southwest Quarter of said Section 13, a distance of 2586.96 feet to a point on the East line of the right of way of Milam Road, as described in the El Paso County Records in Book 3149 at Page 348 as Reception No. 532598;

thence, along said right of way, the following five courses:

1. thence along a curve to the left having a radius of 455.71 feet, a central angle of 00 degrees 12 minutes 23 seconds, an arc distance of 1.65 feet and a chord which bears N 00 degrees 56 minutes 21 seconds W, a distance of 1.65 feet;

2. thence N 01 degrees 02 minutes 35 seconds W, a distance of 494.24 feet;

3. thence along a curve to the left having a radius of 746.20 feet, a central angle of 8 degrees 37 minutes 36 seconds, an arc distance of 112.35 feet, and a chord which bears N 05 degrees 21 minutes 22 seconds W, a distance of 112.24 feet;

4. thence N 09 degrees 40 minutes 10 seconds W, a distance of 91.97 feet;

5. thence along a curve to the right having a radius of 686.20 feet, a central angle of 8 degrees 37 minutes 36 seconds, an arc of 103.32 feet, and a chord which bears N 05 degrees 21 minutes 22 seconds W, a distance of 103.22 feet to a point on the East right of way of Milam Road as established by the El Paso County in Road Book A at Page 78;

thence N 01 degrees 02 minutes 35 seconds W, along said right of way, a distance of 185.84 feet to the point of beginning,

excepting therefrom, all that portion thereof lying within the bounds of Plumblin Subdivision Filing No. 1, as shown on the Plat thereof recorded July 28, 1999 at Reception No. 99120757,

County of El Paso, State of Colorado.

SCHEDULE B

Exceptions

1. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: March 8, 1979
Recording No.: [Reception No. 532603](#)

2. Deed for Highways recorded March 8, 1979 at [Reception No. 532598](#).

3. Deed of Highways recorded March 8, 1979 at [Reception No. 532599](#).

4. Map recorded July 28, 1999 at [Reception No. 120757](#).

5. Water Decree recorded September 26, 1975 at [Reception No. 180396](#).

6. A Deed of Trust:

Amount: \$718,000.00
Trustor/Grantor: Daniel R. Balch and Beth A. Balch Trustees of the Balch Family Trust dated January 24, 2000
Trustee: Public Trustee of El Paso County
Loan No.: Unknown
Beneficiary: Pentagon Federal C.U.
Recording Date: September 30, 2015
Recording No: [215106265](#)

Statement of Authority for the Balch Family Trust dated January 24, 2000 recorded September 30, 2015 at Reception No. [215106264](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Beth A. Balch and Beth A. Balch, Trustees

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Chicago Title of Colorado by sources believed to be reliable and is provided for accommodation purposes only. Chicago Title of Colorado assumes no liability hereunder unless a policy or policies of title insurance are issued by Chicago Title of Colorado and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Chicago Title of Colorado within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

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