

# AFFIDAVIT OF NOTIFICATION TO SEVERED MINERAL ESTATE OWNER(S)

I, ROGER SUNG (applicant/owner/consultant) researched the records of the El Paso County Clerk and Recorder and established that there was was not (circle one) a mineral estate owner(s) on the real property known as N/A.

Pursuant to §24-65.5-103(4), C.R.S., I certify that a Notice of an initial public hearing/administrative decision will be mailed to the mineral estate owner(s) (if established above) and a copy will be mailed to the El Paso County Planning and Community Development Department no less than thirty (30) days prior to the initial public hearing/administrative decision.

State of Colorado

County of El Paso

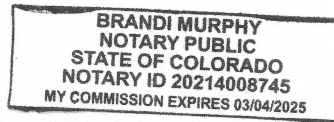
Signed before me on Jan. 15<sup>th</sup>, 2025

by Roger Sung (name(s) of individual(s) making statement).

Brandi Murphy  
(Notary's official signature)

Notary Public  
(Title of office)

03/04/2025  
(Commission Expiration)





*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068159-CO

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## 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, this Commitment terminates and the Company's liability and obligation end.

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.





*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068159-CO

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National  
Commercial Services  
Commitment No.: NCS-1068159-CO  
Property Address: 3195 County Line Road, CO 80132  
Revision No.:

Issuing Office: 1125 17th Street, Suite 500, Denver, CO  
80202  
Phone Number: (303)876-1112  
Issuing Office File No.: NCS-1068159-CO

### SCHEDULE A

1. Commitment Date: June 17, 2021 at 5:00 PM
2. Policy or Policies to be issued: None See Schedule B, Part 1
  - (a)  ALTA® Owner's Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)  
  
The United Congregational Church, a Colorado non-profit corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Exhibit A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068159-CO

Commitment No.: NCS-1068159-CO

The Land referred to herein below is situated in the County of El Paso, State of Colorado, and is described as follows:

The Northwest quarter of the Northwest quarter of Section 3, excepting therefrom Rights of Way for roads, Township 11 South, Range 67 West of the 6th P.M., County of El Paso, State of Colorado.

For informational purposes only: APN: 7103000028

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068159-CO

Commitment No.: NCS-1068159-CO

## SCHEDULE B, PART I

### Requirements

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068159-CO

Commitment No.: NCS-1068159-CO

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded July 13, 1878 in [Book 25 at Page 247](#).

- 10. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 in [Book 2941 at Page 577](#), and recorded July 18, 1977 at Reception No. [341358](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**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.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.





*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068161-CO

## COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## 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, this Commitment terminates and the Company's liability and obligation end.

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068161-CO

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National  
Commercial Services  
Commitment No.: NCS-1068161-CO  
Property Address: APN: 7104001010, , CO  
Revision No.:

Issuing Office: 1125 17th Street, Suite 500, Denver, CO  
80202  
Phone Number: (303)876-1112  
Issuing Office File No.: NCS-1068161-CO

### SCHEDULE A

1. Commitment Date: June 17, 2021 at 5:00 PM
2. Policy or Policies to be issued: None, See Schedule B, Part I
  - (a)  ALTA® Owner's Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)  
  
Congregational Mission Foundation, a Colorado nonprofit corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068161-CO

**Exhibit A**

Commitment No.: NCS-1068161-CO

The Land referred to herein below is situated in the County of El Paso, State of Colorado, and is described as follows:

A tract of land being Lot No. 1, (also being known as the NE 1/4 of the NE 1/4), of Section 4, Township 11 South, Range 67 West of the Sixth Principal Meridian, El Paso County, Colorado and being more particularly described as follows, to wit:

Beginning at the NE corner of said Section 4, Township 11 South, Range 67 West, thence S 00°52'27" W along the East line of said Section 4 a distance of 1,520.40 feet to an existing Pin/Cap corner monument (L.S. 2154) marking the NE corner of Lot 80, Colorado Estates - Subdivision No. 3, as platted and recorded, El Paso County, Colorado; thence N 88°31'03" W along the Northerly boundary line of said Colorado Estates - Subdivision No. 3 a distance of 1,335.25 feet to an existing 3/4 inch pipe corner monument marking the NW corner of Lot 84, Colorado Estates Subdivision No. 3, (S 89°32'30" W - 1,333.89 feet = plat); thence N 00°56'16" E a distance of 1,523.26 feet to the NW corner of the aforesaid Lot 1, of said Section 4; thence S 88°23'38" E along the North line of said Section 4 a distance of 1,333.60 feet to the Point of Beginning.

For informational purposes only: 7104001010

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068161-CO

Commitment No.: NCS-1068161-CO

## SCHEDULE B, PART I

### Requirements

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068161-CO

Commitment No.: NCS-1068161-CO

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded June 3, 1954 in [Book 1433 at Page 90](#).
9. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded August 31, 1954 in [Book 1450 at Page 70](#).
10. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded December 10, 1954 in [Book 1469 at Page 102](#).
11. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded March 18, 1958 in [Book 1671 at Page 504](#) and in [Book 1671 at Page 505](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Indenture recorded November 19, 1971 in [Book 2450 at Page 586](#).
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 at Reception No. [341356](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 at Reception No. [341358](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 99-399 recorded October 20, 1999 at Reception No. [99163142](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 00-72 recorded March 20, 2000 at Reception No. [200028818](#).
17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Park and Recreation District, as evidenced by instrument recorded March 23, 2001 at Reception No. [201034896](#).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 02-394 recorded November 7, 2002 at Reception No. [202195447](#) and re-recorded January 23, 2003 at Reception No. [203015803](#).
19. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 06-287 recorded August 11, 2006 at Reception No. [206118779](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-312 (Amended) recorded August 29, 2007 at Reception No. [207113049](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-318 (Amended) recorded August 29, 2007 at Reception No. [207113050](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**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.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



First American

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068166-CO

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

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

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


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

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## 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, this Commitment terminates and the Company's liability and obligation end.

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068166-CO

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National Commercial Services  
 Issuing Office: 1380 17th Street, Denver, CO 80202  
 Commitment No.: NCS-1068166-CO Phone Number: (303)876-1112  
 Property Address: Vacant Land / APN 7104000002, CO Issuing Office File No.: NCS-1068166-CO  
 Revision No.:

### SCHEDULE A

1. Commitment Date: August 22, 2023 at 5:00 PM
2. Policy or Policies to be issued: None - See Schedule B, Part I
  - (a)  ALTA® Owner's Policy (6-17-06)  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
  - (b)  ALTA® Loan Policy (6-17-06)  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)  
  
 The United Congregational Church, a Colorado non-profit corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.





*First American*

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068166-CO

**Exhibit A**

Commitment No.: NCS-1068166-CO

The Land referred to herein below is situated in the County of El Paso, State of Colorado, and is described as follows:

PARCEL A:

NOTE: Bearing for this description are based upon those bearing established in BABY SHOE ROCK SUBDIVISION as platted and recorded in Plat Book Y-3 at Page 61, and GOLD HILLS NO. 2 as platted and recorded in Plat Book A-4 at Page 61 of the records of El Paso County, Colorado.

A tract of land comprised of those tracts described in Warranty Deed recorded in Book 3573 at Page 117 of the records of El Pas County, Colorado, excepting therefrom the NE1/4 of the NE1/4 of Section 4, Township 11 South, Range 67 West of the 6th P.M., El Paso County, Colorado and being more particularly described as follows, to wit:

Beginning at the NE Corner of the aforesaid Section 4-11-67 thence N 88°23'38" W along the Northerly line of said section 4-11-67 a distance of 1,333.60 feet to the NE Corner of LOT 2 (also known as the NW1/4 of the NE1/4), of said Section 4-11-67 to the TRUE POINT OF BEGINNING for this described tract;

thence S 00°56'16" W a distance of 1,523.26 feet to an existing 3/4 inch iron pipe marking the NW Corner of Lot 84 COLORADO ESTATES SUBDIVISION NO. 3 as platted and recorded El Paso County, Colorado;

thence S 00°58'34" W along the westerly boundary line of said COLORADO ESTATES SUBDIVISION NO. 3 a distance of 1,359.82 feet to an existing Pin/Cap (L S 2154) marking the SE Corner of the West 1/2 of the NE1/4 of said Section 4-11-67, (S 01°06'30" E - 1,360.79' = plat);

thence N 88°22'50" W along the southerly boundary line of the aforesaid West 1/2 of the NE1/4, Section 4-11-67 a distance of 1,333.62 feet to the Center 1/4 Corner of said Section 4-11-67;

thence S 00°57'22" W along the North-south centerline of said Section 4-11-67 a distance of 383.01 feet to a point which lies S 88°38'00" E 1.89 feet of a 3/4 inch iron pipe marking the NE Corner of Lot 37 Block 2, LAKEVIEW HEIGHTS - UNIT 4, as platted and recorded, El Paso County, Colorado;

thence N 88°38'00" W and along the Northerly boundary line of said Block 2 LAKEVIEW HEIGHTS - UNIT 4 a distance of 651.95 feet to a one inch iron pipe marking the NW Corner of Lot 21, said Block 2, LAKEVIEW HEIGHTS - UNIT 4, (N 89°24'47" W - 650.00' = plat);

thence S 00°52'08" W along the westerly boundary line of said Block 2, LAKEVIEW HEIGHTS -UNIT 4 a distance of 500.03 feet to the SW Corner of Lot 16, said Block 2, LAKEVIEW HEIGHTS - UNIT 4, (S 00°09'55" W - 500.00' = plat);

thence N 88°34'02" W along the Northerly boundary line of said Block 2, LAKEVIEW HEIGHTS - UNIT 4 and along the Northerly boundary line of Block 3, LAKEVIEW HEIGHTS - UNIT 3 a distance of 2,011.18 feet to a 3/4 inch iron pipe marking the NW Corner of Lot 1, said Block 3, LAKEVIEW HEIGHTS UNIT 3, (N 89°23'39" W - 2,010.44 = plat);

thence N 00°58'32" E along the easterly boundary line of Lot 47, Block 2, LAKEVIEW HEIGHTS - UNIT 2 a distance of 45.72 feet to a 3/4 inch iron pipe marking the NE Corner of said Lot 47, (N 00°09'55" E - 47.80 = plat);

thence N 67°05'02" W along the Northeasterly boundary line of said Block 2, LAKEVIEW HEIGHTS - UNIT 2 a distance or

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

303.92 feet to a 3/4 inch iron pipe marking the southerly angle point corner on the Northerly line of Lot 41, said Block 2, LAKEVIEW HEIGHTS - UNIT 2, (N 67°57'35" W - 304.00' = plat);

thence N 22°50'50" E along the boundary line of said Lot 41 a distance of 25.00 feet to a 3/4 inch iron pipe marking the Northerly angle point corner on the Northerly line of said Lot 41, (N 22°02'25" E - 25.00' = plat);

thence N 67°07'04" W along the Northeasterly boundary line of said Block 2 a distance of 350.47 feet to a 3/4 inch iron pipe marking the southerly angle point corner on the Northerly line of Lot 32, said Block 2, LAKEVIEW HEIGHTS - UNIT 2, (N 67°57'00" W - 350.74 = plat);

thence N 22°40'49" E along the boundary line of said Lot 32 a distance of 25.06 feet to a 3/4 inch iron pipe marking the Northerly angle point corner on the Northerly line of said Lot 32, (N 22°08'22" E - 25.02 = plat);

thence N 67°06'57" W along the Northeasterly boundary line of said Block 2 LAKEVIEW HEIGHTS - UNIT 2 and along the Northeasterly boundary line of Lot 2, Block 4, RE-FILING of LAKEVIEW HEIGHTS - UNIT 1 a distance of 451.67 feet to a 3/4 inch iron pipe marking the NW Corner of said Lot 2, Block 4, RE-FILING of LAKEVIEW HEIGHTS - UNIT 1, (N 67°56' 17" W - 452.31 = plat);

thence N 23°24'53" E along the easterly boundary line of Lot 1 , said Block 4, RE-FILING of LAKEVIEW HEIGHTS - UNIT 1 a distance of 40.06 feet to a 3/4 inch iron pipe marking the southerly angle point corner on the easterly boundary line of said Lot 1, (N 22°30'43" E - 40.00' = plat);

thence N 18°10'14" W along the easterly boundary line of said Lot 1 a distance of 196.03 feet to a No. 3 rebar steel pin marking the Northerly angle point corner on the easterly line of said Lot 1, (N 19°04'08" W - 195.96'= plat);

thence N 74°53'02" W along the Northerly boundary line of said Lot 1 a distance of 16.38 feet to a No. 3 rebar steel pin marking the SE Corner of Lot 16, Block 3, RE-FILING of LAKEVIEW HEIGHTS- UNIT 1 (N 75°49'15" W - 16.37'= plat);

thence N 01°02'54" E along the easterly boundary line of said Lot 16, Block 3, RE-FILING of LAKEVIEW HEIGHTS - UNIT 1 a distance of 170.37 feet to a No. 3 rebar steel pin marking the NE Corner of said Lot 16 (N 00°10'30" E - 171.87' = plat), said corner also being located on the southerly boundary line of LAKE SHADOWS as platted and recorded, El Paso County, Colorado records;

thence S 88°32'01" E along the said southerly boundary of LAKE SHADOWS a distance of 194.61 feet to the SE Corner of Lot 21, said LAKE SHADOWS, (N 89°59'18" E = plat);

thence N 00°53'28" E along the easterly boundary line of said LAKE SHADOWS a distance of 418.65 feet to the SE Corner of Lot 25, LAKE SHADOWS, (N 00°35'12" W = plat);

thence N 17°43'50" E along the easterly boundary of said LAKE SHADOWS a distance of 201.08 feet to an angle point corner on the easterly boundary line of Lot 26, LAKE SHADOWS, (N 16°15'10" E = plat);

thence N 16°36'06" E along the easterly boundary of said LAKE SHADOWS a distance of 58.99 feet to the SE Corner of Lot 28, LAKE SHADOWS;

thence departing from said easterly boundary of LAKE SHADOWS, S 73°39'54" E along the Northerly right of way line of ST ANDREW STREET and along the southerly boundary line of Blocks 18 and 19 of EAST PALMER LAKE as filed in 1887 a distance of 299.89 feet to the SE Corner of Lot 1, said Block 19, EAST PALMER LAKE;

thence N 19°08'07" E along the easterly boundary line of said Block 19 a distance of 234.07 feet to the SE Corner of Lot 7, said Block 19, EAST PALMER LAKE;

thence S 85°39'43" E along the southerly boundary line of said Block 19 a distance of 256.35 feet to the SE Corner of Lot 17, Block 19, EAST PALMER LAKE;

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

thence along the westerly right of way of GLEN DRIVE as platted in said EAST PALMER LAKE and along the arc of a 1,000.00 ft radius curve to the left having a chord bearing S 08°10'38" E a distance of 102.17 feet to the NW Corner of Lot 1, Block 27, EAST PALMER LAKE;

thence S 04°20'17" W along the westerly boundary line of said Lot 1 a distance of 189.37 feet to the SW Corner of said Lot 1;

thence S 82°09'49" E along the southerly boundary line of said Block 27, EAST PALMER LAKE a distance of 146.00 feet to the SE Corner of Lot 5, said Block 27, EAST PALMER LAKE;

thence N 69°38'58" E along said southerly boundary line of Block 27 a distance of 101.40 feet to the SE Corner of Lot 8, said Block 27, EAST PALMER LAKE;

thence N 55°41'50" E along said southerly boundary line of Block 27 a distance of 82.44 feet to the SE Corner of Lot 10, said Block 27, EAST PALMER LAKE;

thence N 81°12'19" E along said southerly boundary line of Block 27 a distance of 194.70 feet to the SE Corner of Lot 16, said Block 27, EAST PALMER LAKE;

thence S 85°39'43" E along the southerly boundary of Blocks 26, 25 and 24 of said EAST PALMER LAKE a distance of 1,364.73 feet to the SE Corner of Lot 9, said Block 24, EAST PALMER LAKE, (plat distance 1,370.00');

thence N 00°54'21" E along the easterly boundary line of said EAST PALMER LAKE and along a line lying 349.50 feet easterly of and parallel to the westerly line of the East 1/2 of the NW1/4 of said Section 4-11-67 a distance of 2,330.08 feet to the NE Corner of said EAST PALMER LAKE, said point lying on the North line of said Section 4-11-67 and from which point the North 1/4 Corner of said Section 4-11-67 bears S 88°23'38" E a distance of 984.10 feet;

thence S 88°23'38" E along said North line of Section 4-11-67 a distance of 2,317.70 feet to the TRUE POINT OF BEGINNING.

EXCEPTING the Northerly 30.00 feet thereof lying adjacent to the North line of said Section 4-11-67 for County Road and EXCEPT that portion described in deed recorded May 18, 1990 in Book 5739 at Page 101 and EXCEPT that portion now platted The Lomand Subdivision, Town of Palmer Lake, County of El Paso, State of Colorado.

PARCEL B:

Lot 1, The Lomand Subdivision, Town of Palmer Lake, County of El Paso, State of Colorado.

For informational purposes only: APNs:

Parcel A: 7104000002 and 7104200012

Parcel B: 7105424044

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068166-CO

Commitment No.: NCS-1068166-CO

### **SCHEDULE B, PART I**

#### **Requirements**

All of the following Requirements must be met:

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068166-CO

Commitment No.: NCS-1068166-CO

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. Rights of the public in and to a 30 foot wide roadway as established by Agreement to Lay Out Roadway recorded December 5, 1882 in [Book 42 at Page 464](#).
9. Rights of the public in and to that portion of the Land lying with the right of way for St. Andrews Street as shown on the plat of East Palmer Lake recorded August 30, 1887 in Plat [Book A at Page 196](#).
10. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 at Reception No. [341358](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

11. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri Lakes Park and Recreation District, as evidenced by instrument recorded March 23, 2001 at Reception No. [201034896](#).
12. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of The Lomand Subdivision, recorded November 4, 2011 in Plat [Book 111 at Page 84](#).

(Affects Parcel B only).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**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.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068164-CO

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

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

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


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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## 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, this Commitment terminates and the Company's liability and obligation end.

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068164-CO

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National Commercial Services  
 Issuing Office: 1380 17th Street, Denver, CO 80202  
 Commitment No.: NCS-1068164-CO Phone Number: (303)876-1112  
 Property Address: Vacant Land / APN 7104000001, , CO Issuing Office File No.: NCS-1068164-CO  
 Revision No.:

### SCHEDULE A

1. Commitment Date: August 22, 2023 at 5:00 PM
2. Policy or Policies to be issued: None, See Schedule B, Part I
  - (a)  ALTA® Owner's Policy (6-17-06)  
 Proposed Insured:  
 Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy (6-17-06)  
 Proposed Insured:  
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, [at the Commitment Date, vested in:](#)  

The United Congregational Church, a Colorado non-profit corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068164-CO

**Exhibit A**

Commitment No.: NCS-1068164-CO

The Land referred to herein below is situated in the County of El Paso, State of Colorado, and is described as follows:

That part of the West 1/2 of the Northeast 1/4 of Section 4, Township 11 South, Range 67 West of the 6th Principal Meridian, County of El Paso, State of Colorado being more particularly described as follows:

Commencing at the Northwest corner of said Northeast 1/4 of Section 4; thence S 88°23'38" E along the North line of said Section 4, 399.42 feet to the True Point of Beginning; thence S 00°57'22" W and parallel to the North and South centerline of said Section 4, 2323.35 feet; thence S 88°22'50" E and parallel to the East and West centerline of said Section 4, 934.39 feet to a point on the East line of said West 1/2 of the Northeast 1/4 of Section 4, thence N 00°58'34" E along said East line 800.31 feet to the Southeast corner of the Northwest 1/4 of said Northeast 1/4 of Section 4; thence continuing N 00°56'16" E along said East line 1523.26 feet to the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 4, thence N 88°23'38" W along the said North line of Section 4, 934.18 feet to the True Point of Beginning.

For informational purposes only: APN: 7104000001

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068164-CO

Commitment No.: NCS-1068164-CO

### SCHEDULE B, PART I

#### Requirements

##### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1068164-CO

Commitment No.: NCS-1068164-CO

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded June 3, 1954 in [Book 1433 at Page 90](#).
9. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded August 31, 1954 in [Book 1450 at Page 70](#).
10. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded December 10, 1954 in [Book 1469 at Page 102](#).
11. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded March 18, 1958 in [Book 1671 at Page 504](#) and in [Book 1671 at Page 505](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.



12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Indenture recorded November 19, 1971 in [Book 2450 at Page 586](#).
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 at Reception No. [341356](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Fire Protection District, as evidenced by instrument recorded July 18, 1977 at Reception No. [341358](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 99-399 recorded October 20, 1999 at Reception No. [99163142](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 00-72 recorded March 20, 2000 at Reception No. [200028818](#).
17. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Tri-Lakes Park and Recreation District, as evidenced by instrument recorded March 23, 2001 at Reception No. [201034896](#).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 02-394 recorded November 7, 2002 at Reception No. [202195447](#) and re-recorded January 23, 2003 at Reception No. [203015803](#).
19. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 06-287 recorded August 11, 2006 at Reception No. [206118779](#).
20. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-312 (Amended) recorded August 29, 2007 at Reception No. [207113049](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution No. 07-318 (Amended) recorded August 29, 2007 at Reception No. [207113050](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, 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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**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.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

**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.

estate, right title, interest, claim and demand whatsoever of the said party of the first part either in law or equity of in and to the abov bargained premises with the hereditaments and appurtenances: Do then and to hold the said premises abov bargained and described with the appurtenances unto the said party of the second part his heirs and assigns forever: And the said Stephen D Kuckolls party of the first part for himself his heirs, executors and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part his heirs and assigns that at the time of the executing and delivery of this presents he was well seized of the premises abov conveyed as of good, lawful, perfect, absolute and undivided estate of inheritance in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what ever kind or nature ever and the abov bargained premises, in quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person or persons, lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year abov written

Stephen D. Kuckolls *(Seal)*

Wm Brewer  
County of Larimer  
State of Wyoming

I W Brewer Clerk District Court in and for said county in the District aforesaid do hereby certify that Stephen D Kuckolls personally known to me to be the person whose name is subscribed to the annexed instrument as the grantor therein appeared before me this day in person and acknowledged that he signed said and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth

In Witness Whereof I have hereunto set my hand and official seal this 29<sup>th</sup> day of June 1878

Wm Brewer  
Clerk District Court

Warranty Deed  
The Colorado Springs Company  
Do  
Garnes James  
filed July 2<sup>d</sup> at 9 1878  
at 10<sup>th</sup> o'clock A.M.  
Erving Howbert Recorder

This Indenture Made this First day of July in the year of our Lord one thousand eight hundred and seventy eight (1878) between the Colorado Springs Company a Corporation created under the laws of the Territory of Colorado party of the first part and Garnes James party of the second part Witnesses that the said party of the first part for and in consideration of the sum of three hundred fifty and 20/100 Dollars to it in hand paid by the said party of the second part. And also in further consideration, that the said party of the second part shall warrant or procure any claims for damages done by any irrigating canal which pass through or may pass through the land described in this conveyance against the said party of the first part. Has Granted, Bargained and sold, and by these presents does grant, bargain sell and convey unto the said party of the second part the following described lands and premises in the County of Larimer and in the State of Colorado, Viz Lot numbered seven (7) in Block 111 of the Town of Manhattan Do then and to hold the same with all the privilege and appurtenances

and all the estate, right title and interest of the said party of the first part either in law or equity to the only proper use and benefit of the said party of the second part his heirs and assigns forever subject nevertheless to the conditions and reservations herein abov named and set forth according to the true intent and meaning thereof: And the said party of the first part further covenants with the said party of the second part that at the time of the executing and delivery of these presents it is well seized of the premises abov conveyed as of good, lawful, perfect, absolute and indefeasible estate of inheritance in law and in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what ever kind and nature ever: and the abov bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against all and every person lawfully claiming or to claim the whole or any part thereof the said party of the first part shall and will warrant and forever defend

In Witness Whereof the said party of the first part hath hereunto affixed its corporate seal and caused the same to be attested by the signatures of its President and Secretary the day and year first abov Written

Wm B Kuckoll Secretary  
The Colorado Springs Company  
By Henry M Allister Jr  
Executive Director

Witnessed and delivered in the presence of  
Erasmus in lines 9 to 14, 22 to 23, + 23, 24  
includin Made before signing  
W B Kuckoll Secy

State of Colorado  
County of Larimer

Be it remembered that on this 1<sup>st</sup> day of July A.D. 1878 before me the undersigned a Notary Public in and for said County duly commissioned and qualified under the laws of said State to take the acknowledgment of deeds the personally appeared Henry M Allister Jr Executive Director of the Colorado Springs Company and W B Kuckoll Secretary of said Company to me personally known to be the identical persons named in and who executed the within and foregoing deed they in due form of law severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed of the said Company for the uses and purposes therein set forth:

In Witness Whereof I have hereunto set my hand and fixed my official seal at Colorado Springs, Colorado the day and year aforesaid

Geo Summers  
Notary Public

Notarial Seal  
The United States of America  
Notary Public  
Do all to whom these presents shall come greeting  
Whereas Charles Baker of Larimer County Colorado Territory has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Pueblo Colorado Territory, Whereby it appears that full payment has been made by the said Charles Baker according to the provisions of the Act of Congress of the 24<sup>th</sup> of April 1820 entitled "An Act to amend further provision for the sale of the Public Land for the North West Section three in Township Eleven South of Range Sixteen and in lands subject to sale at Pueblo Colorado Territory and

Connecticut  
November 19<sup>th</sup> A.D. 1871  
at 11:20 o'clock A.M.  
Erving Howbert Recorder

Notary Public  
County of Larimer  
State of Wyoming



## Alex Holmstrom

---

**From:** Stephanie Griffin <StephanieGriffin@elpasoco.com>  
**Sent:** Tuesday, January 14, 2025 1:32 PM  
**To:** Alex Holmstrom  
**Subject:** [EXTERNAL] RE: Mineral Rights Clarification

Hi Alex,

Looking through our records, we do not show any additional severed mineral rights for these parcels. I believe that the title commitment lists everything of record. If you have any questions, let me know. Have a great day!

Best,

*Stephanie Griffin*

Assessor's Office, GIS | Mapping

(719) 520-6653 Mapping

(719) 520-6600 Main

<https://property.spatalest.com/co/elpaso/#/>

---

**From:** Alex Holmstrom <aholmstrom@manhard.com>  
**Sent:** Tuesday, January 14, 2025 9:05 AM  
**To:** Stephanie Griffin <StephanieGriffin@elpasoco.com>  
**Cc:** Mark Flutcher (ASR) <MarkFlutcher@elpasoco.com>; Matthew Arvidson <MatthewArvidson@elpasoco.com>  
**Subject:** RE: Mineral Rights Clarification

**CAUTION: This email originated from outside the El Paso County technology network. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call IT Customer Support at 520-6355 if you are unsure of the integrity of this message.**

---

Good morning, Stephanie.

I am hoping that you can help provide some clarity on a few additional parcels within Unincorporated El Paso County (formerly in the Town of Palmer Lake). The Parcel IDs are: 7105424044, 7104200012, and 7104237002. The attached Title Commitment appears to cover the first 2, but I do not seem to have a title on file for the last ID provided. I do not believe that the attached title points to any mineral rights, but it would be great to get any confirmation on all 3 of these parcels. Again, any information that you can provide would be much appreciated.

Thank you,  
Alex

**Alex Holmstrom | Project Engineer**

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111  
d: 303.531.3224 | [manhard.com](http://manhard.com)

---

**From:** Stephanie Griffin <[StephanieGriffin@elpasoco.com](mailto:StephanieGriffin@elpasoco.com)>  
**Sent:** Tuesday, November 12, 2024 12:46 PM  
**To:** Alex Holmstrom <[aholmstrom@manhard.com](mailto:aholmstrom@manhard.com)>  
**Cc:** Mark Flutcher (ASR) <[MarkFlutcher@elpasoco.com](mailto:MarkFlutcher@elpasoco.com)>; Matthew Arvidson <[MatthewArvidson@elpasoco.com](mailto:MatthewArvidson@elpasoco.com)>  
**Subject:** [EXTERNAL] FW: Mineral Rights Clarification

Hello Alex,

We do not have any severed mineral rights associated with your specific properties on record. Occasionally, there are severed coal rights that belong to the State of Colorado which, historically, were never separated from the land. According to the attached Schedule B for 7103000028, there was a reservation by the State of Colorado on July 13, 1878 by book 25 page 247. Without looking at this document, more than likely, the State of Colorado reserved the coal rights. The State of Colorado would still be the owner. This means that the State has all rights to access and mine them. However, the State of Colorado is traditionally not in the mining business therefore, you should not be too concerned with future mining activities. As for the other Schedule B's, they merely mention a severance. They do not specifically include when or how. The mineral severance for the other properties may be related to the Land Patent, or they could be independent severances. Unfortunately, without having the document that created the mineral estate(s), I cannot tell you who the owner might be. If you have further questions regarding mineral rights, please let me know.

Sincerely,

*Stephanie Griffin*

Assessor's Office, GIS | Mapping

(719) 520-6653 Mapping

(719) 520-6600 Main

<https://property.spatalest.com/co/elpaso/#/>

---

**From:** Matthew Arvidson <[MatthewArvidson@elpasoco.com](mailto:MatthewArvidson@elpasoco.com)>  
**Sent:** Tuesday, November 12, 2024 9:55 AM  
**To:** Stephanie Griffin <[StephanieGriffin@elpasoco.com](mailto:StephanieGriffin@elpasoco.com)>  
**Cc:** Mark Flutcher (ASR) <[MarkFlutcher@elpasoco.com](mailto:MarkFlutcher@elpasoco.com)>  
**Subject:** FW: Mineral Rights Clarification

Thank you for your help on this. Feel free to reply back to Alex Holmstrom directly. Please CC Mark and I just so we know it's been addressed.

Matthew

---

**From:** Steve Schleiker <[SteveSchleiker@elpasoco.com](mailto:SteveSchleiker@elpasoco.com)>  
**Sent:** Tuesday, November 12, 2024 6:54 AM  
**To:** Alex Holmstrom <[aholmstrom@manhard.com](mailto:aholmstrom@manhard.com)>  
**Cc:** Mark Flutcher (ASR) <[MarkFlutcher@elpasoco.com](mailto:MarkFlutcher@elpasoco.com)>; Matthew Arvidson <[MatthewArvidson@elpasoco.com](mailto:MatthewArvidson@elpasoco.com)>  
**Subject:** RE: Mineral Rights Clarification



Alex,

Good morning and thank you for your below email.

I am including our County Assessor, Mark Flutcher, and Deputy Assessor, Matthew Arvidson on this reply. Both Mark and Matthew can research their property records for the below four parcels and share if there are any associated mineral rights. Either should be responding at their earliest convenience this morning.

Please let me know if I can be of further assistance.

Thank you, Steve

---

**From:** Alex Holmstrom <[aholmstrom@manhard.com](mailto:aholmstrom@manhard.com)>

**Sent:** Monday, November 11, 2024 2:45 PM

**To:** Steve Schleiker <[SteveSchleiker@elpasoco.com](mailto:SteveSchleiker@elpasoco.com)>

**Subject:** Mineral Rights Clarification

You don't often get email from [aholmstrom@manhard.com](mailto:aholmstrom@manhard.com). [Learn why this is important](#)

**CAUTION: This email originated from outside the El Paso County technology network. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please call IT Customer Support at 520-6355 if you are unsure of the integrity of this message.**

---

Hi Steve,

I am currently working on the rezoning of 4 parcels (7104000001, 7104000002, 7104001010, 7103000028) within Unincorporated El Paso County, and I am hoping you can help me better understand the mineral rights associated with the parcels, if there are infact any.

I have attached the title commitments for the subject areas, and I see in Schedule B that there is mentioning of a mineral severance. My question is if you have any records on the matter that point to who these rights are to and if they are still valid.

Any information you can share to help me better understand the topic is greatly appreciated.

Thank you,  
Alex

**Alex Holmstrom | Project Engineer**

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111

d: 303.531.3224 | [manhard.com](http://manhard.com)



Civil Engineering | Surveying | Water Resources Management  
Construction Management | Landscape Architecture | Planning