


EDARP Falcon SDP Comment Response
Title Commitment

PPR-22-30

Title Commitment_V1.pdf Markup Summary

6/27/2022 8:19:24 PM (1)



Subject: Text Box
Page Label: 1
Author: Rob Stauffacher
Date: 6/27/2022 8:19:24 PM
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EDARP Submission lists four parcel numbers: 5312402015, 5312402016, 5312403003, 5312403004. The parcel numbers on your legal description do not match. Letter of intent lists seven different parcel numbers. Title commitment lists five parcel numbers. Please address discrepancy between all documents.

COMMENT 1: EDARP Submission lists four parcel numbers.

RESPONSE: See Application form below which lists all 7 parcel numbers.



Planning and Community Development Department

2880 International Circle, Colorado Springs, CO 80910
Phone 719.520.6300 | Fax 719.520.6695 | www.elpasoco.com

Type C Application Form (1-2B)

Please check the applicable application type (Note: each request requires completion of a separate application form):

- ☐ Administrative Relief
- ☐ Certificate of Designation, Minor
- ☐ Site Development Plan, Major
- ☐ Site Development Plan, Minor
- ☐ CMRS Co-Location Agreement
- ☐ Condominium Plat
- ☐ Crystal Park Plat
- ☐ Early Grading Request associated with a Preliminary Plan
- ☐ Maintenance Agreement
- ☐ Minor PUD Amendment
- ☐ Resubmittal of Application(s) (>3 times)
- ☐ Road or Facility Acceptance, Preliminary
- ☐ Road or Facility Acceptance, Final

PROPERTY INFORMATION: Provide information to identify properties and the proposed development. Attached additional sheets if necessary.

Property Address(es): 111769 E Highway 24	
Tax ID/Parcel Numbers(s) <small>5312402015, 5312402016, 5312403003, 5312403004, 5312404003, 5312405003, 5312405005</small>	Parcel size(s) in Acres: 8.99
Existing Land Use/Development: Commercial/Residential	Zoning District: C-2

☐ Check this box if **Administrative Relief** is being requested in

COMMENT 2: Letter of Intent lists seven different parcel numbers.

RESPONSE: This is correct.

COMMENT 3: Parcel Numbers on Legal Description do not match.

RESPONSE: Legal Description has been revised to reflect 7 parcel numbers.
Revised Legal Description submitted.

COMMENT 4: Title Commitment lists five parcel numbers.

RESPONSE: Title Commitments include all 7 parcel numbers.
Additional title commitments submitted which were inadvertently omitted.
1ST Submittal Parcels: 3003, 3004, 4003, 5003, 2015
2nd Submittal Parcels: 5005, 2016

**DATE:** June 30, 2022**FILE NUMBER:** 100-N0031642-010-TO2, Amendment No. 6**PROPERTY ADDRESS:** 6810 North Meridian Road, Peyton, CO 80831-8136**BUYER/BORROWER:** Circle K Stores Inc., a Texas corporation**OWNER(S):** Randy L. Gibbs (deceased, subject to requirements) and Vicky L. Gibbs and CST METRO LLC, a Michigan limited liability company, and William G. Malone, Trustee of the William G. Malone Trust dated December 30, 2011**YOUR REFERENCE NUMBER:****ASSESSOR PARCEL NUMBER:** 53124-02-015 53124-03-004 53124-04-003 53124-05-003 53124-02-016 53124-03-003**PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:****WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.**

TO: Escrow Officer	ATTN: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
Escrow Assistant	ATTN: PHONE: E-MAIL:
Title Officer	ATTN: Daniel Bennetts PHONE: (303) 291-9903 E-MAIL: daniel.bennetts@fnf.com
Sales Executive	ATTN: Natl Import E-MAIL:
TO: Chicago Title 3100 Monticello Suite 800 Dallas, TX 75205	ATTN: Sharp, Robin < PHONE: (972) 764-4874 FAX: (214) 520-5982 E-MAIL: Robin.Sharp@ctt.com
TO: Chicago Title 3100 Monticello Suite 800 Dallas, TX 75205	ATTN: Brownlee, Stephanie PHONE: (972) 764-4874 FAX: (214) 520-5982 E-MAIL: stephanie.brownlee@ctt.com
TO: Chicago Title 3100 Monticello Suite 800 Dallas, TX 75205	ATTN: Allyson Shirar PHONE: (972) 764-4874 FAX: (214) 520-5982 E-MAIL: allyson.shirar@ctt.com
TO: National Commercial Services Title Only 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:

**Commitment Transmittal
(Continued)**

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago 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, **Chicago Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By: 
John Miller
Authorized Signature

Chicago Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. **PRO-FORMA POLICY**

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

9. **ARBITRATION**

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
 Loan ID Number:
 Issuing Office File Number: 100-N0031642-010-TO2, Amendment No. 6
 Property Address: 6810 North Meridian Road, Peyton, CO 80831-8136
 Revision Number: Amendment No. 6, Amendment Date: June 30, 2022

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **June 27, 2022**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Circle K Stores Inc., a Texas corporation
 Proposed Policy Amount: \$1,800,000.00
 - (b) None
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (c) None
 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](#):
Randy L. Gibbs and Vicky L. Gibbs in Joint Tenancy, as to Parcels A through D, CST METRO LLC, a Michigan limited liability company, as to Parcel E, William G. Malone, Trustee of the William G. Malone Trust dated December 30, 2011 as to Parcel F
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	1,900.00
Deletion 1 - 4	75.00
9.2-06 REM Improved Land - Owners	760.00
17-06 Access and Entry	380.00
19-06 Contiguity Multiple Parcels	760.00
25-06 Same as Survey (O-L)	760.00
39-06 Policy Authentication	0.00
100.33-06 Patent (OL)	250.00
103.5-06 Water Rights Surface Extraction (OL)	380.00
SE-91 Deletion of Arbitration - ALTA OP (O)	0.00
Tax Certificate	108.00
Search & Exam	250.00

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EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Lots 17 to 32, inclusive, EXCEPT the Northwesterly 20 feet thereof, lying West of the County Road in Block 24, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312402015

Parcel B:

Lots 19 to 32, inclusive, EXCEPT the Northwesterly 20 feet thereof, in Block 25, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312403004

Parcel C:

All that portion of Block 28 lying West of the County Line Road, including the Northeasterly 30.0 feet of vacated 7th Street, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312404003

Parcel D:

All of Block 29, including the Southwesterly 30.0 feet of vacated 7th Street, EXCEPTING therefrom that portion of Meridian Road lying across Block 29 and said vacated portion of 7th Street, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312405003

Parcel E:

That part of the East half of Section 12, Township 13 South, Range 65 West of the 6th P.M., formerly being a portion of Lots 4 through 16 inclusive and the Northerly 20 feet of Lots 17 through 25 inclusive in Block 24, a portion of Lots 1 through 16 inclusive and the Northerly 20 feet of Lots 17 through 32 inclusive in Block 25 in the Town of Falcon, El Paso County, Colorado, together with vacated 7th Street and vacated alleys adjacent to said Lots as vacated by Vacation Plat recorded in Plat Book E-3 at Page 46, more particularly described as follows: Beginning at a point on the Westerly line of said Block 25 and the Southerly right of way line of U.S. Hwy #24, from which the Northwest corner of said Block bears N 40 Degrees 12 Minutes 34 Seconds W, a distance of 20.00 feet; Thence S 40 Degrees 12 Minutes 34 Seconds E along the said West line, a distance of 180.00 feet; Thence N 49 Degrees 47 Minutes 26 Seconds E, a distance of 665.57 feet to the Westerly right of way line of Meridian Road; Thence N 06 Degrees 05 Minutes 34 Seconds W, along said Westerly right of way line, a distance of 212.93 feet; Thence N 40 Degrees 12 Minutes 34 Seconds W along the Easterly line of said Lot 4 in Block 24, a distance of 3.72 feet to the Southerly right of way line of U.S. Hwy #24; Thence S 49 Degrees 47 Minutes 26 Seconds W, along said right of way line, a distance of 785.00 feet to the Point of Beginning, Except for that portion conveyed to El Paso County by and through the Board of County Commissioners of El Paso County, Colorado in Special Warranty Deed recorded November 12, 2019 at Reception No. 219142199,

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EXHIBIT A
(Continued)

County of El Paso,
State of Colorado.

NOTE: FOR INFORMATIONAL PURPOSES: 11769, 11765 and 11767 East Highway 24 / APN: 53124-02-016

Parcel F:

Lots 17, 18 Except the Northerly Twenty (20) Feet, in Block 25,
Town of Falcon,
County of El Paso,
State of Colorado

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312403003

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Furnish for recordation a full release of deed of trust:

Amount:	\$168,000.00
Trustor/Grantor:	Vicky L. Gibbs and Randy L. Gibbs
Trustee:	Public Trustee of El Paso County
Beneficiary:	Mortgage Solutions of Colorado
Loan No.	328343
Recording Date:	September 23, 2010
Recording No.:	Reception No. 210093682

Ratification and Subordination of Subsequently Recorded Instrument by Deed of Trust Beneficiary

Recording Date:	December 27, 2019
Recording No.:	Reception No. 219164770

And

Recording Date:	December 27, 2019
Recording No.:	Reception No. 219164771

- e. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Circle K Stores Inc., a Texas corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

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SCHEDULE B
PART I – Requirements
(Continued)

- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Randy L. Gibbs and Vicky L. Gibbs in Joint Tenancy

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTE: Upon receipt of a final signed version of survey the above requirement will then be satisfied.

- i. The following document(s) satisfactory to the Company must be signed, delivered and recorded:
- (1) Supplementary Affidavit, pursuant to Colorado Revised Statutes, regarding Randy L. Gibbs, deceased, whose name appears as Randy Lee Gibbs in the Certified Copy of the Death Certificate.

Note: Said Affidavit must be made by one of legal age having personal knowledge of the facts; must identify Randy L. Gibbs and Randy Lee Gibbs as one and the same person.
 - (2) Certified copy of Death Certificate.

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SCHEDULE B
PART I – Requirements
(Continued)

- j. Copy of Trust Agreement and recordation of Statement of Authority for the William G. Malone Trust dated December 30, 2011 pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- k. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): William G. Malone, Trustee of the William G. Malone Trust dated December 30, 2011

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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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 that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

NOTE: The above exception will not appear on the policy upon receipt of signed owner's affidavit attesting that there are no leases on the subject property.

9. Reservations contained in the Patent:

From: The United States of America
To: Samuel Strayer
Recording Date: January 20, 1880
Recording No.: [COCOA No. 077199](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Incorporated
Purpose: Transmission and Distribution Lines and Fixtures
Recording Date: February 9, 1971
Recording No.: [Book 2389 Page 10](#)

11. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Falcon Fire Protection District, as evidenced by instrument(s):

Recording Date: July 30, 1980
Recording No.: [Reception No. 688399](#)

Order and Decree Creating District:
Recording Date: December 2, 1980
Recording No.: [Book 3380 Page 670](#)

Notice of Organization:
Recording Date: December 2, 1980
Recording No.: [Book 3380 Page 675](#)

Notice of Organization:
Recording Date: February 17, 1981
Recording No.: [Book 3404 Page 582](#)

Order and Decree Creating District:
Recording Date: February 17, 1981
Recording No.: [Book 3404 Page 587](#)

Note: Language will be added to the policy noting that assessments under the district are paid current upon receipt of certified statement showing the same.

12. ~~Terms, conditions, provisions, agreements and obligations contained in the Resolution NO. BOA-93-097 as set forth below:~~

~~Recording Date: December 7, 1993
Recording No.: Book 6328 Page 1431~~

NOTE: Intentionally omitted, does not affect the lands shown herein per survey review.

13. The effect of a Mobile Home Title Application:

Recording Date: December 16, 2010
Recording No.: [Reception No. 210128760](#)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Purpose: Non-Exclusive Permanent Easement PE-22A
Recording Date: December 27, 2019
Recording No.: [Reception No. 219164724](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-199, Board of County Commissioners County of El Paso, State of Colorado as set forth below:

Recording Date: June 07, 2019
Recording No.: [Reception No. 219062551](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

Recording Date: June 07, 2019
Recording No.: [Reception No. 219062552](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Purpose: Non-Exclusive Permanent Easement PE-22
Recording Date: December 27, 2019
Recording No.: [Reception No. 219164725](#)

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Purpose: Non-Exclusive Permanent Easement PE-21
Recording Date: December 27, 2019
Recording No.: [Reception No. 219164726](#)

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Purpose: Non-Exclusive Permanent Easement PE-20
Recording Date: December 27, 2019
Recording No.: [Reception No. 219164727](#)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado
Purpose: Non-Exclusive Permanent Easement PE-18
Recording Date: December 27, 2019
Recording No.: [Reception No. 219164728](#)

21. The following matters as shown on the ALTA/NSPS Land Title Survey dated April 17, 2018 and last amended _____, and completed by Rubino Surveying as Project No. 21124/18141 (Parcels A through D and F):

- a) Public utilities shown thereon and not lying within a found recorded easement(s).
- b) The fact the fence lines do not correspond with the lot lines, as shown thereon.
- c) Dirt driveway/road traversing on and off the land and into the right of ways of Eastern Avenue and 8th Street, as shown, and any rights of others, if any as to use of same
- d) Variance between fence on property line and the subject property's boundary lines and encroachments in the right of way limited of 8th Street.
- e) Shed is located outside of the boundaries of the subject parcel.

NOTE: The ALTA 25 will be issued and state as to "Parcels A –D and F only" as the survey contained additional lands.

22. Terms, conditions, provisions, agreements and obligations contained in the Memorandum to All Intersted parties as set forth below:

Recording Date: November 4, 2021
Recording No.: [Reception No. 221204545](#)

23. Rights of Chicago, Rock Island and Pacific Railway Company as set forth in Deed recorded June 13, 1888 in [Book 91 at Page 474](#), as amended by Waiver and Release recorded August 17, 1960 in [Book 1820 at Page 335](#) and as amended by Quit Claim Deed recorded August 6, 1985 in [Book 5044 at Page 440](#).
24. The effect of Notice Concerning Underground Facilities recorded May 9, 1983 in [Book 3718 at Page 812](#).
25. Reservation of water rights as contained in Deed recorded January 6, 1988 in [Book 5462 at Page 598](#).
26. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way, granted to Mountain View Electric Association, Inc., a Colorado corporation as set forth below:
- Recording Date: April 14, 1989
Recording No.: [Book 5622 at Page 406](#)
27. The effect of Certificate of Non-Compliance recorded October 28, 2008 at [Reception No. 208117136](#).
28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-117 as set forth below:
- Recording Date: April 17, 2019
Recording No.: [Reception No. 219039573](#)
29. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:
- Recording Date: April 17, 2019
Recording No.: [Reception No. 219039574](#)
30. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:
- Recording Date: October 21, 2019
Recording No.: [Reception No. 219130662](#)
31. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Construction Easement Agreement TE-7 as set forth below:
- Recording Date: November 12, 2019
Recording No.: [Reception No. 219142200](#)
32. Terms, conditions, provisions, agreements, easements and obligations contained in the Non-Exclusive Permanent Easement PE-7 as set forth below:
- Recording Date: November 12, 2019
Recording No.: [Reception No. 219142201](#)

END OF EXCEPTIONS

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer