

# stewart title®

~~Real partners. Real possibilities.™~~

**Date:** November 20, 2019

**File Number:** 592146

**Property Address:** 4250 Hancock Expressway, Colorado Springs, CO 80911

**Buyer/Borrower:** AAA Eagle Limited Partnership, a Colorado limited partnership

Stewart Title Company  
2060 Briargate Pkwy, Ste 170  
Colorado Springs, CO 80920

This must be updated  
to 30 days within the  
submittal date. please  
get a new title  
commitment.

**Please direct all Closing inquiries to:**

Craig Parker

**Phone:** (719) 531-0222

**Fax:** (719) 531-7867

**Email Address:** Craig.Parker1@stewart.com

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AAA Eagle Limited Partnership, a Colorado limited partnership

Delivery Method: By Agent

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RLH Properties I, LLC, a Colorado limited liability company

Delivery Method: By Agent

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Cameron Butcher Company  
421 S Tejon St  
Colorado Springs, CO 80903

**Attn:** Sam Cameron  
**Phone:** (719) 535-0500  
**Fax:** (719) 329-1444  
**E-Mail:** sam@cameronbutcher.com  
**Delivery Method:** Emailed

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Re/Max Commercial Properties, Inc  
102 S Tejon St, Ste 100  
Colorado Springs, CO 80903

**Attn:** Rob Rolley  
**Phone:** (719) 235-7499  
**Fax:**  
**E-Mail:** cowboycommercial@gmail.com  
**Delivery Method:** Emailed

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.**

**We Appreciate Your Business and Look Forward to Serving You in the Future.**

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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.

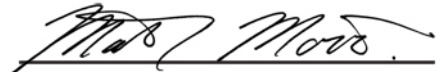
### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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.



Authorized Countersignature  
Stewart Title Company  
2060 Briargate Pkwy, Ste 170  
Colorado Springs, CO 80920



Matt Morris  
President and CEO



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3

## 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 countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3

AMERICAN  
LAND TITLE  
ASSOCIATION



- (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>>.

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company  
Issuing Office: 2060 Briargate Pkwy, Ste 170, Colorado Springs, CO 80920  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 592146  
Issuing Office File Number: 592146  
Property Address: 4250 Hancock Expressway, Colorado Springs, CO 80911  
Revision Number:

1. Commitment Date: November 12, 2019 at 8:00AM
2. Policy to be issued: Proposed Policy Amount
  - (a) ALTA Owner's Extended \$717,500.00  
Proposed Insured: AAA Eagle Limited Partnership, a Colorado limited partnership
  - (b) ALTA Loan  
Proposed Insured:
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:  
  
RLH Properties I, LLC, a Colorado limited liability company
5. The Land is described as follows:  
  
See Exhibit "A" Attached Hereto

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 8

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**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 592146

Lot 5, Block A, in a Resubdivision of Lots 4 and 5, Block 1, Clearview Industrial Park Filing No. 1, according to the plat thereof recorded October 6, 1977, in Plat Book E3 at Page 86, under Reception No. 365905,  
County of El Paso, State of Colorado;

EXCEPTING therefrom the tract conveyed to the El Paso County County Board of County Commissioners by Warranty Deed recorded November 6, 1992 in Book 6071 at Page 522, under Reception No. 2220747-1992, of said county records, El Paso, County, Colorado.

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 592146

## Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
7. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
8. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

9. Payment of any and all assessments and expenses which may be assessed to the property.
10. Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property since the date of the last survey.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

11. Release by the Public Trustee of the Deed of Trust from RLH Properties I, LLC, a Colorado limited liability Company for the use of Community Banks of Colorado, a Division of NBH Bank, N.A. to secure \$436,000.00 (and other obligations described therein) recorded November 13, 2014, [as Reception No. 214104536](#).

NOTE: This Deed of Trust secures an equity line of credit and/or revolving loan. The Company requires a satisfactory written statement from the existing lender confirming: (a) the payoff amount;

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

(b) that the line of credit has been closed or frozen, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreement to deliver a full Release of Deed of Trust upon payment of the outstanding balance.

NOTE: Assignment of Rents and/or Leases recorded November 13, 2014, [as Reception No. 214104537](#).

12. Relating to RLH Properties I, LLC, The Company requires for its review the following:
- a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof
- Note: The periodic reporting is due to the Colorado Secretary of State April 2020.  
Note: If the said Operating Agreement discloses the members/managers as other entities, the proper authority documents for those entities will also be required.  
Note: The Colorado Secretary of State shows RLH Properties I, LLC, a Colorado limited liability Company in good standing.

13. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

NOTE: Statement of Authority for RLH Properties I, LLC, a Colorado limited liability Company recorded November 13, 2014 [as Reception No. 214104534](#), discloses the following persons as those authorized to transact business on behalf of said entity: Richard T. Headrick as Manager. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

14. Relating to AAA Eagle Limited Partnership, a Colorado limited partnership, The Company requires the following:
- a) A copy of the limited partnership agreement, and all amendments thereto
- Note: The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.
- b) A certificate of good standing, evidencing that the partnership is in good standing in the state of its formation

Note: At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

NOTE: Statement of Authority for AAA Eagle Limited Partnership, a Colorado limited partnership recorded April 15, 2019 [as Reception No. 219038997](#), discloses the following persons as those authorized to transact business on behalf of said entity: PJ Aragon Management, LLC, a Colorado limited liability company, as General Partner If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

15. Relating to PJ Aragon Management, LLC, a Colorado limited liability company, The Company requires for its review the following:

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 4 of 8





# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

- a) Copy of the Operating Agreement and the regulations of the limited liability company and any amendments thereof
  - b) Execution of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.
- Note: The Colorado Secretary of State shows PJ Aragon Management, LLC, a Colorado limited liability company in good standing.

NOTE: The vesting deed is shown as follows:

Warranty Deed recorded November 13, 2014, [as Reception No. 214104535](#).

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 5 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 592146

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 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.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Any tax or assessment by reason of inclusion of the subject property in the Security Fire Protection District; the Security Water District; the Southeastern Colorado Water Conservancy District; or the El Paso County Conservation District.
10. Any and all existing leases and tenancies.
11. Title to all minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and other immunities relating thereto. The Company makes no

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 6 of 8



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Title lying within the boundaries of Bradley Road or Hancock Expressway.
13. Except rights and easements of others than the owner herein, to drain through or otherwise use the Fountain Mutual Irrigation Ditch abutting or running through the subject property, but the policy does not insure that the owner of the subject property has any right to drain through or otherwise use said ditch.
14. Any interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in [Road Book A at Page 78](#), which provided that all sections lines, township lines, and range lines on the public domain East of the Range line dividing Range lines 65 West and 66 West are declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
15. All matters as depicted on the filed plat for Clearview Industrial Park Filing No. 1, as recorded February 20, 1970 [in Plat Book N2 at Page 19 as Reception No. 715496](#).
16. Terms, conditions and provisions contained in the District Court in and for the County of El Paso and State of Colorado Civil Action No. 32281 Order of Inclusion and organization of the Security Water District recorded March 4, 1974 [in Book 2659 at Page 315 as Reception No. 54868](#).
17. All matters as depicted on the filed plat for a Resubdivision of Lots 4 and 5, Block 1, Clearview Industrial Park Filing No. 1, as recorded October 6, 1977 [in Plat Book E3 at Page 86 as Reception No. 365905](#).
18. Terms, conditions, provisions, obligations and provisions as contained in the Order for Inclusion issued by the District Court in the County of El Paso, State of Colorado under Civil Action No. 34352, Division 3, and as recorded December 2, 1977 [in Book 2986 at Page 347 as Reception No. 382711](#).
19. Utility easement in favor of the City of Colorado Springs as evidenced by that certain Agreement and Easement recorded August 1, 1986 [in Book 5210 at Page 940 as Reception No. 1430962](#).
20. Terms, conditions, provisions, obligations and agreements contained in the El Paso County Resolution No. 91-166, General -89 recorded May 31, 1991 [in Book 5843 at Page 719 as Reception No. 2032516](#).
21. Conveyance in favor of the El Paso County Board of County Commissioners, as evidenced by that certain Warranty Deed recorded November 6, 1992 [in Book 6071 at Page 522 as Reception No. 2220747](#).
22. Road and drainage easement in favor of Widefield Homes Inc., as evidenced by Permanent Easement recorded November 6, 1992 [in Book 6071 at Page 524 as Reception No. 2220748](#).

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 7 of 8

AMERICAN  
LAND TITLE  
ASSOCIATION



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

23. Drainage easement in favor of Fountain Mutual Irrigation Company, as evidenced by that certain Permanent Easement recorded November 6, 1992 [in Book 6071 at Page 525 as Reception No. 2220749](#).
24. Utility easement in favor of The City of Colorado Springs, as evidenced by that certain Agreement and Easement recorded April 24, 1995 [in Book 6637 at Page 230 as Reception No. 38643](#).
25. Right of way easement in favor of The City of Colorado Springs, State of Colorado, as evidenced by that certain Grant of Right of Way recorded July 28, 1999 [as Reception No. 099120753](#).
26. Any rights, easements, interests or claims that may exist by reason of or reflected by the following facts shown on the survey dated June 21, 2001 performed by Oliver E. Watts, as [Job No. 14-627-01](#):
  - a) Masonry wall encroaches upon adjacent property to the West
  - b) Utility vaults and appurtenances exist along the right of way of Bradley Road
  - c) Street light, sidewalk and handicap ramps exist near the Southeast corner
  - d) Existing Hydrant, valves and utility line along the right of way of Hancock Expressway
  - e) Parking improvements encroaching onto utility easements
  - f) Masonry wall encroaching onto utility easements
  - g) Concrete and concrete wall encroaching onto utility easements

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 8 of 8

AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 592146

## STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Basic Rate	
2006 Owner's Policy:	\$1,973.00
Owner's Extended Coverage:	\$65.00
Tax Certificate:	\$25.00

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 592146

ALTA Commitment For Title Insurance 8-1-16

AMERICAN  
LAND TITLE  
ASSOCIATION



# DISCLOSURES

File No.: 592146

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

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

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

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen'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.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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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.

## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*