



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **SC55090535-2**

Date: **02/01/2021**

Property Address: **CHEROKEE, PIUTE, DELAWARE, SENECA, SIOUX AND PAWNEE, COLORADO SPRINGS,  
CO**

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

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**For Closing Assistance**

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(303) 850-4136 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

**Seller/Owner**

COLORADO SPRINGS EQUITIES LLC  
Attention: DANNY MIENKA  
90 S CASCADE AVE #1500  
COLORADO SPRINGS, CO 80903  
(719) 448-4034 (Cell)  
(719) 475-7621 (Work)  
(719) 475-7627 (Work Fax)  
danny@theequitygroup.net  
Delivered via: Electronic Mail

**Seller/Owner**

COLORADO SPRINGS EQUITIES LLC  
Attention: SVENJA GRISWOLD  
90 S CASCADE AVE #1500  
COLORADO SPRINGS, CO 80903  
(719) 475-7621 (Work)  
(719) 475-7627 (Work Fax)  
svenja@theequitygroup.net  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55090535-2**

Date: **02/01/2021**

Property Address: **CHEROKEE, PIUTE, DELAWARE, SENECA, SIOUX AND PAWNEE, COLORADO SPRINGS, CO**

Parties: **A PURCHASER TO BE DETERMINED**

**COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS A, B, C AND D, AND NEW DIRECTION IRA, INC. FBO DANNY MIENTKA IRA, AS TO PARCEL E**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"TBD" Commitment	\$271.00
Additional Parcel	\$600.00
	<b>Total \$871.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

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

**Chain of Title Documents:**

[El Paso county recorded 07/16/2013 under reception no. 213091289](#)

[El Paso county recorded 07/16/2013 under reception no. 213091288](#)

[El Paso county recorded 05/17/2012 under reception no. 212056825](#)

[El Paso county recorded 02/26/2008 under reception no. 208021807](#)

[El Paso county recorded 06/11/2004 under reception no. 204098003](#)

[El Paso county recorded 07/02/2002 under reception no. 202107766](#)

[El Paso county recorded 12/20/2000 under reception no. 200152455](#)

[El Paso county recorded 12/20/2000 under reception no.](#)

[200152453](#)

[El Paso county recorded 10/13/2000 under reception no. 200041192](#)

[El Paso county recorded 08/07/2000 under reception no. 200092935](#)

[El Paso county recorded 07/23/1999 under reception no. 99117961](#)

[El Paso county recorded 04/27/1999 under reception no. 99065752](#)

[El Paso county recorded 06/04/1999 under reception no. 99090353](#)

[El Paso county recorded 10/11/1994 at book 6542 page 234](#)

[El Paso county recorded 10/07/1994 at book 6541 page 122](#)

[El Paso county recorded 10/07/1994 at book 6541 page 121](#)

[El Paso county recorded 10/07/1994 at book 6541 page 120](#)

[El Paso county recorded 10/13/1993 at book 6283 page 157](#)

[El Paso county recorded 11/17/1975 at book 2791 page 304](#)

[El Paso county recorded 10/17/2017 under reception no. 217125519](#)

[El Paso county recorded 10/06/2017 under reception no. 217121256](#)

[El Paso county recorded 12/10/2013 under reception no. 213146420](#)

[El Paso county recorded 12/18/2019 under reception no. 219160847](#)

[El Paso county recorded 04/04/2016 under reception no. 216033763](#)

[El Paso county recorded 01/05/2016 under reception no. 216000789](#)

[El Paso county recorded 11/17/1975 at book 2791 page 302](#)

[El Paso county recorded 11/17/1975 at book 2791 page 300](#)

**Plat Map(s):**

[El Paso county recorded 03/11/1959 at book A2 page 30](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55090535-2

**Property Address:**

CHEROKEE, PIUTE, DELAWARE, SENECA, SIOUX AND PAWNEE, COLORADO SPRINGS, CO

**1. Effective Date:**

01/27/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$5,000.00  
Proposed Insured:  
A PURCHASER TO BE DETERMINED

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

A FEE SIMPLE

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

COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO PARCELS A, B, C AND D, AND NEW DIRECTION IRA, INC. FBO DANNY MIENTKA IRA, AS TO PARCEL E

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

PARCEL A:

LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 8, ROCK CREEK MESA SUBDIVISION ADDITION NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B:

LOTS 6 THROUGH 9, INCLUSIVE AND LOTS 11 THROUGH 15, INCLUSIVE, BLOCK 9, ROCK CREEK MESA SUBDIVISION ADDITION NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C:

ALL BLOCK 11, ROCK CREEK MESA SUBDIVISION ADDITION NO. 2, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHICKASAW ROAD AND SENECA ROAD AS RECORDED IN ROCK CREEK MESA SUBDIVISION ADDITION NO. 2 RECORDED MARCH 11, 1959 IN PLAT BOOK A2 AT PAGE [30](#) IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S89°24'00"W, 738.00 FEET; THENCE N00°36'00"W, 404.51 FEET; THENCE N89°02'00"W, 818.31 FEET; THENCE S00°38'00"E, 1519.66 FEET; THENCE S58°41'00"E, 90.68 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 47°30'00", RADIUS IS 360.00 FEET, AND ARC LENGTH IS 298.45 FEET; THENCE ANGLE LEFT ALONG A NON-RADIAL LINE N00°36'00"W, 521.89 FEET; THENCE N89°24'00"E, 152.35 FEET; THENCE S41°06'25"E, 115.48 FEET, THENCE S00°36'00"E, 151.90 FEET; THENCE N89°24'00"E, 227.00 FEET; THENCE S00°36'00"E, 155.29 FEET; THENCE N73°49'00"E, 766.16 FEET;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55090535-2

THENCE N00°36'00"W, 849.47 FEET TO THE POINT OF BEGINNING; COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT THAT PORTION CONTAINED WITHIN THE PLAT OF LA MESA DEL ANGELES SUBDIVISION AS RECORDED FEBRUARY 4, 1972 IN PLAT BOOK U2 AT PAGE 36;

AND FURTHER EXCEPTING ANY PORTION CONVEYED BY DEEDS RECORDED APRIL 16, 1993 IN BOOK 6154 AT PAGE 600 AND AUGUST 5, 1995 IN BOOK 6230 AT PAGE 53 AND FEBRUARY 6, 1997 UNDER RECEPTION NO. 97013676.

COUNTY OF EL PASO  
STATE OF COLORADO.

PARCEL E:

THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;  
THENCE EAST ON THE SOUTH LINE THEREOF 206.7 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF STATE HIGHWAY NO. 115 AS DESCRIBED IN DEED RECORDED IN BOOK 941 AT PAGE 394 OF THE RECORDS OF EL PASO COUNTY, COLORADO UNDER RECEPTION NO. 604859;  
THENCE NORTHERLY ON THE CENTER LINE OF SAID HIGHWAY, 716 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO HOWARD L. MCMILLEN AND EVELYN B. MCMILLEN RECORDED IN BOOK 1393 AT PAGE 121 OF SAID RECORDS UNDER RECEPTION NO. 904410 FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY;  
THENCE WESTERLY ON THE NORTHERLY LINE OF SAID MCMILLEN TRACT TO AN ANGLE POINT THEREON;  
THENCE NORTH ON AN EASTERLY LINE OF SAID MCMILLEN TRACT 100 FEET TO A CORNER THEREOF;  
THENCE WEST ON THE NORTHERLY LINE OF SAID MCMILLEN TRACT 300 FEET TO A CORNER THEREOF;  
THENCE NORTH ON AN EASTERLY LINE THEREOF 292 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 300 FEET;  
THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 242 FEET;  
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO INTERSECT THE CENTER LINE OF SAID STATE HIGHWAY NO. 115;  
THENCE SOUTHWESTERLY ON SAID CENTER LINE TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED IN BOOK 2035 AT PAGE 159 UNDER RECEPTION NO. 368209;

AND

THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE CENTER LINE OF STATE HIGHWAY NO. 115 AND THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO PERRY G. AND OPAL MAY GRIFFIN IN BOOK 1570 AT PAGE 408 OF THE EL PASO COUNTY, COLORADO RECORDS COINCIDE;  
THENCE WEST ALONG THE NORTH LINE OF SAID GRIFFIN TRACT TO A POINT WHICH IS A CORNER OF

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55090535-2

SAID GRIFFIN TRACT:

THENCE NORTH ALONG AN EASTERLY LINE OF SAID GRIFFIN TRACT A DISTANCE OF 242 FEET TO A POINT WHICH IS A CORNER OF SAID GRIFFIN TRACT;

THENCE WEST ALONG THE NORTH LINE OF SAID GRIFFIN TRACT A DISTANCE OF 300 FEET TO A POINT ON AN EAST LINE OF THAT TRACT OF LAND CONVEYED TO HOWARD L. MCMILLEN AND EVELYN E. MCMILLEN BY DEED RECORDED IN BOOK 1393 AT PAGE 121;

THENCE NORTH ON SAID EAST LINE OF SAID MCMILLEN TRACT A DISTANCE OF 353 FEET TO THE SOUTH LINE OF THE COUNTY ROAD AS IT IS NOW USED;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID COUNTY ROAD TO ITS INTERSECTION WITH THE CENTER LINE OF STATE HIGHWAY 115;

THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID STATE HIGHWAY TO THE PLACE OF BEGINNING.

COUNTY OF EL PASO

STATE OF COLORADO

PARCEL F:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHICKASAW ROAD AND SENECA ROAD AS RECORDED IN ROCK CREEK MESA SUBDIVISION ADDITION NO. 2 RECORDED MARCH 11, 1959 IN PLAT BOOK A2 AT PAGE 30 IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S89°24'00"W, 738.00 FEET; THENCE N00°36'00"W, 404.51 FEET; THENCE N89°02'00"W, 818.31 FEET; THENCE S00°38'00"E, 1519.66 FEET; THENCE S58°41'00"E, 90.68 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 47°30'00", RADIUS IS 360.00 FEET, AND ARC LENGTH IS 298.45 FEET; THENCE ANGLE LEFT ALONG A NON-RADIAL LINE N00°36'00"W, 521.89 FEET; THENCE N89°24'00"E, 152.35 FEET; THENCE S41°06'25"E, 115.48 FEET, THENCE S00°36'00"E, 151.90 FEET; THENCE N89°24'00"E, 227.00 FEET; THENCE S00°36'00"E, 155.29 FEET; THENCE N73°49'00"E, 766.16 FEET; THENCE N00°36'00"W, 849.47 FEET TO THE POINT OF BEGINNING; COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT THAT PORTION CONTAINED WITHIN THE PLAT OF LA MESA DEL ANGELES SUBDIVISION AS RECORDED FEBRUARY 4, 1972 IN PLAT BOOK U2 AT PAGE 36;

AND FURTHER EXCEPTING ANY PORTION CONVEYED BY DEEDS RECORDED APRIL 16, 1993 IN BOOK 6154 AT PAGE 600 AND AUGUST 5, 1995 IN BOOK 6230 AT PAGE 53 AND FEBRUARY 6, 1997 UNDER RECEPTION NO. 97013676.

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55090535-2

**All of the following Requirements must be met:**

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED MARCH 08, 2018 FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LORI DOMINGUEZ TO SECURE THE SUM OF \$150,000.00 RECORDED MARCH 09, 2018, UNDER RECEPTION NO. [218027273](#).

(AFFECTS PARCELS A, B AND C)

2. RELEASE OF DEED OF TRUST DATED MARCH 08, 2018 FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF LORI DOMINGUEZ TO SECURE THE SUM OF \$150,000.00 RECORDED MARCH 09, 2018, UNDER RECEPTION NO. [218027274](#).

(AFFECTS PARCELS A, B AND C)

3. RELEASE OF DEED OF TRUST DATED DECEMBER 18, 2019, FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO FOR THE USE OF LEE FAMILY TRUST TO SECURE THE SUM OF \$200,000.00 RECORDED DECEMBER 18, 2019, UNDER RECEPTION NO. [219160848](#).

(AFFECTS PARCEL D)

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

NOTE: THE OPERATING AGREEMENT FOR COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES DANNY MIENKA AS THE SOLE MEMBER THAT MUST EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

5. WARRANTY DEED FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO A PURCHASER TO BE DETERMINED CONVEYING PARCELS A, B, C AND D.
6. WARRANTY DEED FROM NEW DIRECTION IRA, INC. FBO DANNY MIENKA IRA TO A PURCHASER TO BE DETERMINED CONVEYING PARCEL E.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55090535-2

**All of the following Requirements must be met:**

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

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



## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: [SC55090535-2](#)

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

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.  
(ITEMS 9 THROUGH 18 AFFECT PARCELS A, B AND C)
9. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED JUNE 14, 1956 IN BOOK 1757 AT PAGE 270.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ROCK CREEK MESA SUBDIVISION ADDITION NO. 2 RECORDED MARCH 11, 1959 IN BOOK A2 AT PAGE [30](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN QUIT CLAIM DEED RECORDED NOVEMBER 10, 1974 IN BOOK 2689 AT PAGE [568](#).
12. THE EFFECT OF RESOLUTION NO. 93-91, SERVICE PLAN 1, RECORDED MARCH 17, 1993, IN BOOK 6137 AT PAGE [176](#).
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTHWESTERN HIGHWAY 115 FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 17, 1993 IN BOOK 6137 AT PAGE [176](#) AND RECORDED MAY 25, 1993, IN BOOK 6179 AT PAGE [541](#).

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

**Order Number:** [SC55090535-2](#)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED JUNE 23, 1995 IN BOOK 6670 AT PAGE [896](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED JUNE 23, 1995 IN BOOK 6670 AT PAGE [897](#).
16. THE EFFECT OF MERGER BY CONTIGUITY OF PROPERTIES SITUATED WITHIN UNINCORPORATED EL PASO COUNTY, RECORDED OCTOBER 12, 1995, IN BOOK 6743 AT PAGE [786](#).
17. THE EFFECT OF RESOLUTION NO. 18-037, RECORDED JANUARY 24, 2018, UNDER RECEPTION NO. [218009073](#), AND AS AMENDED BY INSTRUMENT RECORDED FEBRUARY 12, 2018 UNDER RECEPTION NO. [218016204](#).
18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ROCK CREEK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 26, 2018, UNDER RECEPTION NO. [218073637](#).  
  
(ITEMS 19 THROUGH 24 AFFECT PARCEL D)
19. RESERVATIONS AND RIGHTS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 30, 1875 UNDER RECEPTION NO. [49243](#), U.S. BUREAU OF LAND MANAGEMENT RECORDS
20. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE ROCK CREEK MESA WATER DISTRICT, RECORDED OCTOBER 24, 1956, IN BOOK 1598 AT PAGE [570](#). COURT ORDERS IN CONNECTION THEREWITH RECORDED NOVEMBER 21, 1963 IN BOOK 1987 AT PAGE [632](#) AND JANUARY 7, 1964 IN BOOK 1993 AT PAGE [205](#). NOTICE REGARDING UNDERGROUND FACILITIES RECORDED FEBRUARY 17, 1982 IN BOOK 3532 AT PAGE [701](#).
21. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 1, 1969, IN BOOK 2321 AT PAGE [14](#).

NOTE: NO LEGAL DESCRIPTION OR SURVEY MAP FOR BURDENED PROPERTY SHOWN ON SAID EASEMENT.

22. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 14, 1972, IN BOOK 2481 AT PAGE [682](#).

NOTE: NO LEGAL DESCRIPTION OR SURVEY MAP FOR BURDENED PROPERTY SHOWN ON SAID EASEMENT.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN DEEDS RECORDED FEBRUARY 13, 1976, IN BOOK 2809 AT PAGE [218](#) AND DECEMBER 30, 1977 IN BOOK 2995 AT PAGE [141](#) AND DECEMBER 30, 1997 IN BOOK 2995 AT PAGE [142](#); AND JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 3, 2011 UNDER RECEPTION NO. [211054344](#) AND CORRECTED ORDER OF AMENDED JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 29, 2015 UNDER RECEPTION NO. [215067734](#).
24. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE SOUTHWESTERN/HIGHWAY 115 FIRE PROTECTION DISTRICT, AS EVIDENCED BY RESOLUTION NO. 93-92 RECORDED MARCH 17, 1993, IN BOOK 6137 AT PAGE [176](#) AND COURT ORDER RECORDED MAY 25, 1993 IN BOOK 6179 AT PAGE [541](#).

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

**Order Number:** [SC55090535-2](#)

(ITEMS 25 THROUGH 28 AFFECT PARCEL E)

25. EACH AND EVERY RIGHT OF ACCESS TO AND FROM COLORADO STATE HIGHWAY 115 AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED SEPTEMBER 1, 1960 IN BOOK 1822 AT PAGE [446](#).
26. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE SOUTHWESTERN HIGHWAY 115 FIRE PROTECTION DISTRICT AS EVIDENCED BY ORDER AND DECREE RECORDED MAY 25, 1993 IN BOOK 6179 AT PAGE [541](#).
27. INCLUSION OF SUBJECT PROPERTY WITHIN THE ROCK CREEK MESA WATER DISTRICT AS EVIDENCED BY ORDER OF INCLUSION RECORDED SEPTEMBER 13, 2011 AT RECEPTION NO. [211088872](#)
28. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE PERMANENT EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED MAY 27, 2009 AT RECEPTION NO. [209058358](#).

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

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



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Corporation

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.


Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880




Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *C Monroe* President

Attest  *David Wold* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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