

Fidelity National Title Insurance Company
TITLE REPORT

SCHEDULE A

Title Report No: N0030394-010-TO2-NB , Amendment No. 34

1. **Effective Date:** January 13, 2023 at 8:00 a.m.
2. The estate or interest in the land described or referred to in this Title Report is:
FEE SIMPLE
3. Title to the estate or interest in the land is at the Effective Date vested in:
GKB, LLC, a Colorado limited liability company

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

See Attached Legal Description

(for informational purposes only) Corral Valley Road and N Meridian Road vicinity (Parcel W and Outlot 1 portion), Colorado Springs, CO

Attached Legal Description

Parcel One: (also referred to as Parcel Won Land Survey recorded November 16, 1998 at Reception No. 098900233)

A tract of land lying in the West ½ of Section 7, Township 14 South, Range 64 West and in the East ½ of Section 12, Township 14 South, Range 65 West of the Sixth Principal Meridian in the County of El Paso, State of Colorado, described as follows:

Commencing at the West ¼ corner of said Section 7; Thence S00°00'07"W along the West Line of said Section 7, 267.82 feet to the Northwest Corner of a tract described in Book 2862 at Page 872 and the True Point of Beginning of the tract herein described; thence S89°42'00"E parallel with the East-West Centerline of said Section 7, 671.21 feet, thence N00°00'06"W parallel with the West Line of the Northwest ¼ of said Section 7, 819.09 feet to the Northeast Corner of a tract described in Book 2422, Page 493; thence N89°42'00"W along the North Line of said Book 2422, Page 493 being parallel with the South Line of the Northwest ¼ of said Section 7, 671.18 feet to the intersection of the East Line of Corral Valley Road and the West Line of the NW ¼ of said Section 7; thence along the East Line of Corral Valley Road on a curve to the right having a radius of 881.68 feet through a central angle of 25°00'38", (the chord of which bears S27°29'34"W) an arc length of 384.87 feet to a point of reverse curve; thence continuing along the East Lien of Corral Valley Road on a curve to the left having a radius of 821.68 feet through a central angle of 40°00'00" (the chord of which bears S19°59'54"W) an arch length of 523.91 feet; thence continuing along the Easterly Line of said Corral Valley Road S00°37'52"W 401.28 feet; thence continuing along the Easterly Line of said Corral Valley Road S00°31'11"E 1907.22 feet to a point on the North Right of Way Line of Colorado State Highway No. 94 (Project No. S 0020 (3)); thence S89°32'19"E along said North Right of Way Line 355.55 feet to a point on the East Line of the Southeast ¼ of said Section 12; thence N00°00'07"E along said East line 106.93 feet to the Southwest Corner of the North ½ of the Southwest ¼ of said Section 7; thence N00°00'07"E along said Section Line 1052.11 feet more or less of the Point of Beginning.

Parcel Two: (also referred to as Outlot 1 on Land Survey recorded November 16, 1998 at Reception No. 098900233)

A parcel of land lying East of the North-South Centerline of Section 7, Township 14 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of the North ½ of the Southwest ¼ of said Section 7; thence N 00°27'14"E along said North-South Centerline of Section 7, (with all bearing herein relative thereto) a distance of 534.10 feet to the True Point of Beginning; thence S89°42'00"E, parallel with the East-West centerline of said Section 7, a distance of 318.20 feet to the corner of Parcel "A", as described in Book 2801, Page 128; thence N00°27'14"E parallel with said North-South Centerline and along the East Line of said Parcel "A", a distance of 513.42 feet to the Northeast Corner of Said Parcel "A"; thence N89°42'00"W parallel with said East-West Centerline a distance of 318.20 feet to a point on said North-South Centerline; thence S00°27'14"W along said North-South Centerline a distance of 513.42 feet to the True Point of Beginning.

Parcel Three: (rectangular parcel adjacent to the west of Outlot 1 of Land Survey recorded November 16, 1998 at Reception No. 098900233 for reference only)

A PARCEL OF LAND LYING WEST OF THE NORTH-SOUTH CENTERLINE OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE 6TH P.M. COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1 /2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7; THENCE N 00°27'14" E ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 7, (WITH ALL BEARINGS HEREIN RELATIVE THERETO) A DISTANCE OF 837.53 FEET TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED UNDER RECEPTION NO. 210028703; THENCE N 89°42'00" W PARALLEL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 7 AND ALONG THE SOUTH LINE OF ABOVE DESCRIBED PARCEL A DISTANCE OF 84.85 FEET TO THE NORTHEAST CORNER OF A PARCEL DESCRIBED UNDER RECEPTION NO. 200070605; THENCE S 00°03'24" E ALONG THE EAST

LINE OF THE ABOVE DESCRIBED PARCEL A DISTANCE OF 837.67 FEET TO THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE S 89°47'58" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7 A DISTANCE OF 77.39 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SCHEDULE B

Exceptions

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. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Excepting any portion of Parcels Three and Four that may be contained within State Highway 94 and Coral Valley Road as relocated.
9. The Vested Owner (and now their heirs, devisees and legatees) owned this property going back to 1965 when larger portions of Sections 7 and 12 were conveyed to George L. Beardsley. Over the years, several parts of the acquired property were conveyed to others leaving remainder land. No legals exist for the parcels described herein and the Company will not insure the properties until such time as valid legals are made by a licensed surveyor.
10. Reservations contained in the following Patents:

| | |
|--------------|---|
| From: | The United States of America |
| To: | Edwin J. Eaton |
| Filing Date: | April 10, 1882 |
| Filing No: | <u>2308</u> Affects Parcels Three and Four |
| | |
| From: | The United States of America |
| To: | Justus R. Friedline |
| Filing Date: | December 31, 1890 |
| Filing No: | <u>4813</u> Affects portion of Parcel Two in W1/2NE1/4 Section 7 |
| | |
| From: | The United States of America |
| To: | William T. Warford |
| Filing Date: | September 7, 1916 |
| Filing No: | <u>14122</u> Affects Parcel One |
| | |
| From: | The United States of America |
| To: | Fredrick Weeber |
| Filing Date: | July 28, 1916 |
| Filing No: | <u>17539</u> Affects portion of Parcel Two in E1/2SW1/4 Section 7 |
| | |
| From: | The United States of America |
| To: | Alpheus R. Eastman |

Filing Date: February 8, 1900
Filing No: 41502 Affects portion of Parcel Two in SE1/4 Section 7

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to 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; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

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

Granted to: Mountain View Electric Association
Purpose: transmission and distribution lines
Recording Date: April 9, 1965
Recording No: Book 2068 at Page 577
Affects Parcel Two

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

Granted to: El Paso County Mutual Telephone Company
Purpose: electrical and telephone transmission lines
Recording Date: July 21, 1971
Recording No: Book 2423 at Page 600
Affects Parcel Two

13. Terms, conditions, provisions, agreements and obligations contained in the Notice Pursuant to 1973 Colorado Revised Statutes Concerning Underground Facilities of The El Paso County Telephone Company as set forth below:

Recording Date: January 39, 1982
Recording No.: Book 3527 at Page 176
Affects all Parcels

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

Granted to: El Paso County telephone Company
Purpose: electrical transmission lines
Recording Date: September 21, 1983
Recording No: Book 3782 at Page 1077
Affects Parcels Three and Four

15. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Ellicott Metropolitan District, as evidenced by instrument(s)

Recording Date: February 11, 1997
Recording No.: Reception No. 97015577
Affects all Parcels.

16. Terms, conditions, provisions, agreements and obligations contained in the Road Maintenance Agreement by and between John d. McGray and Nancy C. McGray, and the Estate of George L. Beardsley, a/k/a George Lee Beardsley, Deceased as set forth below:

Recording Date: June 3, 1999
Recording No.: Reception No. 99089222

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

Granted to: Mountain View Electric Association, Inc.
Purpose: electrical transmission and distribution lines
Recording Date: May 9, 2002
Recording No: Reception No. 202076685
Affects Parcel One

18. Access to Parcels Three and Four would appear to be via State Highway 94 and Coral Valley Road, and Parcel One, being contiguous to Parcel Three, would have access to Coral Valley Road. Parcel Two is not contiguous to either of these public roads and is landlocked due to the conveyance of the surrounding land to others. No reservations by Beardsley were noted in any of the Deeds out for the surrounding lands to others. Reference is made to an easement for access in the Deed recorded in Book 2082 at Page 708 for other property to the South of Parcel Two, but no easement was reserved for the benefit of Parcel Two. Access to and from Parcel Two would not include any insurance as to access rights without a grant being made by others to the current owner of Parcel Two. See attached Google Earth Map for approximate location of all Parcels.
19. Possible rights of others to the East of Parcels One and Three as evidenced by the existing dirt road as shown on the attached Google Earth Map.

END OF EXCEPTIONS

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

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

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

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

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THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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