

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: F0695001-370-CSP

1. **Effective Date:** June 23, 2021 at 8:00 A.M. Updated

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:

City of Colorado Springs

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

See Attached Legal Description

(for informational purposes only) N Meridian Rd, Colorado Springs, CO

Attached Legal Description

A parcel of land situated in the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 36, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, also known as 'Tract A' of the Jeffrey E. Pounding Subdivision Exemption, filed for record in the office of the El Paso County Clerk and Recorder on November 19, 2004 under Deposit No. 204900189, and more fully described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 36, said point being monumented by a 3 ¼" aluminum cap marked 'LS 36082', being at the Southwest corner of said 'Tract A';

Thence along the boundary line of said 'Tract A' the following five consecutive courses:

North 00°19'59" West a distance of 661.04 feet to the Northwest corner of said 'Tract A';
North 89°30'17" East a distance of 663.61 feet to the Northeast corner of said 'Tract A';
South 00°24'27" East a distance of 661.54 feet to the Southeast corner of said 'Tract A';
South 89°31'21" West a distance of 332.74 feet, and
South 89°34'25" West a distance of 331.73 feet to the Point of Beginning.

Bearings are based on a line from NGS point JK1153 "Corral Bluffs", monumented by a 3" brass disk set in a 2.2 foot square concrete pad to NGS point JK1353 "Clevenger", monumented by a stainless steel rod set in concrete, said line is assumed to which bear South 03°57'12" West according to a survey control diagram prepared by Kirkham Michael Consulting Engineers dated September 29, 2003.

SCHEDULE B

Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any Interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners set forth below, which provides that all section lines, township lines, and range lines on the public domain in El Paso County are declared public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, and range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highways when in their judgment it shall be necessary and expedient.

Dated: June 20, 1917
Recording Date: June 20, 1917
Recording No.: [Book 571, page 55](#)

3. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the Land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in the Patent

From: State of Colorado
Recording Date: May 16, 1972
Recording No.: [Book 2489 at Page 114](#)

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

Granted to: Mountain View Electric Association
Purpose: utility
Recording Date: May 23, 1974
Recording No.: [Book 2678 at Page 527](#)

5. Any taxes or assessments by reason of the inclusion of the Land in the Falcon Fire Protection District as evidenced by instruments recorded December 2, 1980 in [Book 3380 at Page 670](#) and [675](#) and February 17, 1981 in [Book 3404 at Page 582](#) and [587](#).

6. Terms, conditions, provisions, agreements and obligations contained in the Executive Agreement Concerning the Intra-City Transfer of Real Property as set forth below:

Recording Date: October 6, 2020
Recording No.: [220158610](#)

7. Terms, conditions, provisions, agreements and obligations contained in the Real Property Notice as set forth below:

Recording Date: October 6, 2020
Recording No.: [220158611](#)

8. Any loss or damage due to the fact that access to subject property from county roads is by way of a private road that has not been dedicated or conveyed to the public or the owner of subject property.
9. A 60 foot right of way for roadway and utilities on either side of the East-West centerline of the Southeast Quarter of said Section 36, Township 13 South, Range 65 West, together with the rights of others in and to the use of same, as evidenced in Deeds recorded march 26, 1974 in [Book 2664 at Page 510](#), and recorded November 6 9, 1984 in [Book 3937 at page 1180](#).

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 Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company 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 Company 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.

Exhibit C
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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**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: F0695004-370-CSP

1. **Effective Date:** June 23, 2021 at 8:00 A.M. Updated

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:

**City of Colorado Springs, a municipal corporation on behalf of its enterprise,
Colorado Springs Utilities**

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

See Attached Legal Description

(for informational purposes only) 36-13-65, Colorado Springs, CO

Attached Legal Description

The West half of the Southwest quarter of the Southeast quarter;
The Northeast quarter of the Southwest quarter of the Southeast quarter; and
The West half of the Northwest quarter of the Southeast quarter of the Southeast quarter;
All of Section 36, Township 13 South, Range 65 West of the 6th P.M.,
County of El Paso, State of Colorado.

SCHEDULE B

Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any Interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners set forth below, which provides that all section lines, township lines, and range lines on the public domain in El Paso County are declared public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, and range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highways when in their judgment it shall be necessary and expedient.

Dated: June 20, 1917
Recording Date: June 20, 1917
Recording No.: [Book 571 at Page 55](#)
3. Any taxes or assessments by reason of the inclusion of the Land in the Falcon Fire Protection District as evidenced by instruments recorded December 2, 1980 in [Book 3380 at Page 670](#) and [Page 675](#) and February 17, 1981 in [Book 3804 at Page 582](#) and Page [587](#).
4. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the Land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in the Patent

From: State of Colorado
Recording Date: May 16, 1972
Recording No.: [Book 2489 at Page 114](#)
5. Right of Way for road and utility purposes as set forth in Deed recorded April 22, 1974 in [Book 2671 at Page 41](#).
6. Rights of others in and to the existence of a creek or stream to the continued and uninterrupted flow thereof, as the same courses through the herein described land.
7. Terms, conditions, provisions, agreements and obligations contained in the Letter as set forth below:

Recording Date: June 28, 2004
Recording No.: [204107183](#)
8. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 04-352 as set forth below:

Recording Date: October 4, 2004
Recording No.: [204166429](#)
9. Terms, conditions, provisions, agreements and obligations contained in the Executive Agreement as set forth below:

Recording Date: October 6, 2020
Recording No.: [220158610](#)
10. Terms, conditions, provisions, agreements and obligations contained in the Real Property Notice as set forth below:

Recording Date: October 6, 2020
Recording No.: [220158611](#)

11. 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: electric and telephone and/or telegraph line
Recording Date: May 23, 1974
Recording No.: [Book 2678 at Page 527](#)

END OF EXCEPTIONS

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Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE 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 OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE 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 THE REPORT.

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