

**Fidelity National Title Insurance Company**  
**TITLE REPORT**  
**SCHEDULE A**

**Title Report No:** F0716542-370-CSP

1. **Effective Date:** June 23, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

**A Fee Simple**

3. Title to the estate or interest in the land is at the Effective Date vested in:

[Pikes Peak Community Foundation, a Colorado nonprofit corporation](#)

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

**See Attached Legal Description**

(for informational purposes only) 5202 Hwy 85-87, Sch. #65113-00-008, Colorado Springs, CO 80911

## Attached Legal Description

The SW1/4 of the SW1/4 and those portions of the E1/2 of the SW1/4 and the SE1/4 of the NW1/4 and the SW1/4 of the SE1/4 of Section 11 lying West of the Colorado Springs and Pueblo Highway, and that portion of the NW1/4 of Section 14 lying North and East of the following described line: Beginning at a point on the North line of said Section 14 a distance of 422.6 feet East of the Northwest corner thereof; thence South 11°53' East 1031.9 feet; thence South 22°37' East 1131 feet; thence South 68°49' East 403.8 feet; thence North 79°34' East, 776.4 feet; thence South 59°36' East 458.48 feet; thence South along the East line of said NW1/4 - 376.34 feet to the Southeast corner of the NW1/4 of said Section 14; all being in Township 15 South, Range 66 West of the 6<sup>th</sup> P.M., El Paso County, Colorado, Excepting therefrom those tracts conveyed in deeds recorded February 10, 2004, at Reception No. [204023409](#); February 20, 2004 at Reception No. [204029383](#); and also excepting therefrom that four acre tract conveyed by deed recorded February 27, 2006 at Reception No. [206028784](#) of the recorded of the El Paso County Clerk and Recorder, County of El Paso, State of Colorado.

## SCHEDULE B

### Exceptions

1. Road Order, by the Board of Commissioners of El Paso County, Colorado which provides for public roads, 30 feet in width, adjacent to all exterior Section lines, recorded in [Book 571 at page 55](#).

2. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: May 10, 1944

Recording No.: [Book 1029 at Page 247](#)

Amended and Restated Permanent Easement Agreement recorded May 13, 2015 at Reception No. [215047404](#).

Amended and Restated Permanent Easement Agreement recorded August 24, 2015 at Reception No. [215091678](#).

Quitclaim Deed (Easement) recorded December 10, 2015 at Reception No. [215132564](#).

3. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way as set forth below:

Recording Date: April 1, 1955

Recording No.: [Book 1490 at Page 622](#)

Amended and Restated Permanent Easement Agreement recorded May 13, 2015 at Reception No. [215047404](#).

Amended and Restated Permanent Easement Agreement recorded August 24, 2015 at Reception No. [215091678](#).

Quitclaim Deed (Easement) recorded December 10, 2015 at Reception No. [215132564](#).

4. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement as set forth below:

Recording Date: February 10, 2004

Recording No.: [204023410](#)

5. Terms, conditions, provisions, agreements and obligations contained in the Deed of Conservation Easement as set forth below:

Recording Date: December 9, 2005

Recording No.: [205196779](#)

Amended and Restated Deed of Conservation Easement recorded January 9, 2006 at Reception No. [206003416](#).

First Correction to Amended and Restated Deed of Conservation Easement recorded December 11, 2006 at Reception No. [206179122](#).

6. Terms, conditions, provisions, agreements and obligations contained in the Deed as set forth below:

Recording Date: February 27, 2006

Recording No.: [206028785](#)

7. Terms, conditions, provisions, agreements and obligations contained in the Water Rights Lease and Grant of Easements as set forth below:

Recording Date: December 26, 2006

Recording No.: [206185458](#)

8. Terms, conditions, provisions, agreements and obligations contained in the Grant of Easements for Well Sites and Water Transmission Lines as set forth below:

Recording Date: December 26, 2006  
Recording No.: [206185459](#)

9. Terms, conditions, provisions, agreements and obligations contained in the proposed water lease and easement as set forth below:

Recording Date: December 26, 2006  
Recording No.: [206185460](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Grant of Drainage Easement as set forth below:

Recording Date: October 23, 2007  
Recording No.: [207137658](#)

11. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Security Water District, as evidenced by instrument(s) recorded May 25, 2011 at Reception No. [211051393](#) and December 10, 2014 at Reception No. [214113413](#).

12. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Security Fire Protection, as evidenced by instrument(s) recorded July 21, 2014 at Reception no. [214064677](#).

13. Terms, conditions, provisions, agreements and obligations contained in the Finding of Fact, Conclusions of law, and judgment and decree of the Water Court as set forth below:

Recording Date: June 19, 2019  
Recording No.: [219067628](#)

14. Terms, conditions, provisions, agreements and obligations contained in the First Amendment to inclusion and service agreement as set forth below:

Recording Date: November 2, 2020  
Recording No.: [220176019](#)

15. Any right, title or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of Fountain Creek together with such adjoining land as may be used or useful in connection with the use or maintenance of that Creek.

#### 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**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES 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. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

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

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

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.

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