



LAND TITLE GUARANTEE COMPANY

Date: October 12, 2018

Subject: Attached Title Policy/Guarantee

Enclosed please find your product insuring the property located at 5849-5883 PALMER PARK BOULEVARD, COLORADO SPRINGS, CO 80915.

If you have any inquiries or require further assistance, please contact (303) 850-4195 or bbrendemuhl@ltgc.com

Plat Map(s):

[El Paso county recorded 06/04/1984 under reception no. 1122486 at book W3 page 4](#)

[El Paso county recorded 11/06/2007 under reception no. 207712703 at book 107 page 245](#)

[El Paso county recorded 06/27/1988 under reception no. 1717851 at book D4 page 24](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which 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; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim

which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

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 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: 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.

This anti-fraud statement is affixed and made a part of this policy.

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Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-850-4168



President



Old Republic National Title Insurance Company, a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111



Mark Bilbrey
President



Rande Yeager
Secretary

**Land Title Guarantee Company Representing
Old Republic National Title Insurance Company**

PROPERTY INFORMATION BINDER

Order Number: ABN55073102

Policy No.: PIB55073102.826502

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

COREVET INVESTMENTS GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

October 08, 2018 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

COREVET INVESTMENT GROUP LLC

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A Fee Simple, (AS TO PARCELS A, B & C), EASEMENT ESTATE AS TO D, E, AND F)

3. The Land referred to in this Binder is described as follows:

PARCEL A:

LOT 1 IN POWERS CENTRE FILING NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 2007 AT RECEPTION NO. 207712703, EL PASO COUNTY, COLORADO.

PARCEL B:

TRACT A IN POWERS PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1984 AT RECEPTION NO. 1122486 IN PLAT BOOK W3 AT PAGE 4, EL PASO COUNTY, COLORADO.

PARCEL C:

LOT 2 IN POWERS CENTRE, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1988 AT RECEPTION NO. 1717851 IN PLAT BOOK D4 AT PAGE 24, EL PASO COUNTY, COLORADO.

**Land Title Guarantee Company Representing
Old Republic National Title Insurance Company**

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PARCEL D:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING AS PROVIDED IN COVENANTS FOR OPERATION, MAINTENANCE AND RECIPROCAL EASEMENTS, RECORDED OCTOBER 13, 1982 IN BOOK 3621 AT PAGE 592 AND AS AMENDED BY INSTRUMENT RECORDED DECEMBER 3, 1985 IN BOOK 5095 AT PAGE 982.

PARCEL E:

NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS A PORTION OF LOT 5 IN POWERS PLAZA, EL PASO COUNTY, COLORADO, AS PROVIDED IN RECIPROCAL EASEMENT AGREEMENT BETWEEN COREVET INVESTMENT GROUP, LLC AND DORMAN PROPERTIES, LLC, RECORDED JULY 25, 2002 AT RECEPTION NO. 202120606.

PARCEL F:

NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR ACCESS, INGRESS AND EGRESS AS DEFINED AND DESCRIBED IN EASEMENTS AGREEMENT RECORDED JANUARY 29, 2010 AT RECEPTION NO. 210009382.

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 07, 1982, IN BOOK 3644 AT PAGE [343](#). AMENDMENTS OR MODIFICATIONS THERETO RECORDED FEBRUARY 28, 1983 IN BOOK 3680 AT PAGE [241](#) AND RECORDED JUNE 27, 1995 IN BOOK 6672 AT PAGE [610](#) AND RECORDED JUNE 27, 1995 IN BOOK 6672 AT PAGE [611](#).
3. COVENANTS AS CONTAINED IN DEED RECORDED JULY 5, 1988 IN BOOK 5527 AT PAGE [118](#).
4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN OPERATION MAINTENANCE AND RECIPROCAL EASEMENTS RECORDED OCTOBER 13, 1982 IN BOOK 3621 AT PAGE [592](#). AMENDMENT GIVEN IN CONJUNCTION THEREWITH RECORDED DECEMBER 3, 1985 IN BOOK 5095 AT PAGE [982](#).
5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 25, 2002 UNDER RECEPTION NO. [202120606](#). FIRST AMENDMENT GIVEN IN CONJUNCTION THEREWITH RECORDED NOVEMBER 6, 2002 AT RECEPTION NO. [202194825](#).
6. INCLUSION OF SUBJECT PROPERTY IN THE CHEROKEE METROPOLITAN DISTRICT (FKA CHEROKEE WATER AND SANITATION DISTRICT), AS EVIDENCED BY INSTRUMENT RECORDED MAY 27, 1992, IN BOOK 5983 AT PAGE [83](#).
7. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT WITH CIMARRON HILLS STREET IMPROVEMENT DISTRICT (KNA CHEROKEE METROPOLITAN DISTRICT) RECORDED JANUARY 16, 1984 IN BOOK 3825 AT PAGE [536](#).

**Land Title Guarantee Company Representing
Old Republic National Title Insurance Company**

PROPERTY INFORMATION BINDER

Order Number: ABN55073102

Policy No.: PIB55073102.826502

8. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENTS RECORDED NOVEMBER 17, 1982 IN BOOK 3635 AT PAGE [680](#) AND RECORDED DECEMBER 6, 1983 IN BOOK 3810 AT PAGE [1121](#) AS AMENDED BY RESOLUTION NO. 83-341A, LAND USE 172A RECORDED MARCH 28, 1984 IN BOOK 3851 AT PAGE [600](#) AND RECORDED ON JUNE 4, 1984 IN BOOK 3878 AT PAGE [147](#) AND RECORDED ON JULY 3, 1984 IN BOOK 3889 AT PAGE [1414](#).
9. AVIGATION EASEMENTS, GIVEN TO THE CITY OF COLORADO SPRINGS BY INSTRUMENTS RECORDED FEBRUARY 3, 1972 IN BOOK 2465 AT PAGE [481](#) AND RECORDED FEBRUARY 3, 1972 IN BOOK 2465 AT PAGE [759](#) AND RECORDED NOVEMBER 17, 1982 IN BOOK 3635 AT PAGE [688](#). SAID EASEMENTS CONTAIN RESTRICTIONS WHICH INCLUDE RESTRICTIONS AGAINST INTERFERENCE WITH AIRCRAFT AND AIRPORTS AND THEIR PERFORMANCE AND NECESSARY FUNCTIONS.
10. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 06, 1972, IN BOOK 2520 AT PAGE [933](#).
11. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED DECEMBER 03, 1984, IN BOOK 3944 AT PAGE [1303](#).
12. RIGHT OF WAY EASEMENT AS GRANTED TO CYGNUS-ORION, INC. FOR RETAINING WALL AND PARKING PURPOSES IN INSTRUMENT RECORDED MARCH 05, 1985, IN BOOK 3979 AT PAGE [934](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO PIZZA HUT OF AMERICA, INC. FOR PRIVATE WATER AND SEWER LINE PURPOSES IN INSTRUMENT RECORDED MAY 21, 1986, IN BOOK 5172 AT PAGE [1380](#).
14. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED OCTOBER 15, 1986, IN BOOK 5253 AT PAGE [1181](#).
15. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED FEBRUARY 11, 1988, IN BOOK 5474 AT PAGE [201](#).
16. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED FEBRUARY 11, 1988, IN BOOK 5474 AT PAGE [205](#).
17. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED SEPTEMBER 28, 1988, IN BOOK 5559 AT PAGE [357](#).
18. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT RECORDED NOVEMBER 30, 1988, IN BOOK 5581 AT PAGE [1490](#).
19. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AGREEMENTS AS CONTAINED IN AND CREATED BY MEMORANDUM OF LEASE RECORDED OCTOBER 13, 1982 IN BOOK 3621 AT PAGE [613](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AND PARTY WALL DECLARATION RECORDED JUNE 02, 2008 UNDER RECEPTION NO. [208062673](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENTS AGREEMENT RECORDED JANUARY 29, 2010 UNDER RECEPTION NO. [210009382](#).
22. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 85-455, LAND USE-271 RECORDED FEBRUARY 05, 1986 IN BOOK 5123 AT PAGE [257](#).
23. NOTE THE OWNER WAIVES, REMISES AND RELEASES ANY RIGHT OF CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST EL PASO COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS RELATED TO, OR RESULTING FROM, THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THIS PROPERTY. NOTE THAT ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORM WATER DRAINAGE IN AND THROUGH THEIR PROPERTY. NOTES NOTE

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THE PROPERTY MAY BE IMPACTED BY NOISE CAUSED BY AIRCRAFT OPERATING INTO AND OUT OF THE COLORADO SPRINGS MUNICIPAL AIRPORT. THE BUYER SHOULD FAMILIARIZE HIMSELF/HERSELF WITH THIS POTENTIALITY, ALL AS SHOWN AND/OR SET FORTH ON THE PLAT OF POWERS CENTRE FILING NO. 3 RECORDED NOVEMBER 06, 2007 UNDER RECEPTION NO. [207712703](#).

24. UTILITY EASEMENT ALONG THE WESTERLY 10 FEET OF TRACT 2 OF PARCEL C AS SHOWN ON THE PLAT OF POWERS PLAZA RECORDED JUNE 04, 1984 UNDER RECEPTION NO. [1122486](#) IN PLAT BOOK W3 AT PAGE [4](#).
25. NOTES ON THE PLAT OF POWERS CENTRE RECORDED JUNE 27, 1988 UNDER RECEPTION NO. [1717851](#) IN PLAT BOOK D4 AT PAGE [24](#) AS FOLLOWS:NO LOT WITHIN THIS SUBDIVISION SHALL HAVE ACCESS TO POWERS BLVD.NO MAN-MADE OR NON-MAN-MADE OBSTRUCTIONS SHALL BE ALLOWED ABOVE THE ELEVATION OF 6436 FEET AT THE SOUTH END OF THE SUBDIVISION OR ABOVE THE ELEVATION OF 6467 FEET AT THE NORTH END OF THE SUBDIVISION. SO AS NOT TO PENETRATE THE 40:1 OUTER PRECISION INSTRUMENT APPROACH SURFACE TO RUNWAY 17/35. ALL EXTERIOR LIGHTING PLANS SHALL BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT. NO RADIO OR OTHER EMISSIONS WHICH MIGHT INTERFERE WITH AIRCRAFT/TOWER NAVIGATIONAL AIDS SHALL BE ALLOWED.
26. ACCESS EASEMENTS, 24, 35 AND 56 FEET IN WIDTH, UTILITY EASEMENTS 20, 25 AND 30 FEET IN WIDTH AS SET FORTH AND/OR SHOWN ON THE PLAT OF POWERS CENTRE FILING NO. 2 RECORDED AUGUST 29, 1995 UNDER RECEPTION NO. [95089446](#) IN PLAT BOOK H5 AT PAGE 71.
27. DEED OF TRUST AND SECURITY AGREEMENT DATED AUGUST 17, 2017, FROM COREVET INVESTMENT GROUP LLC TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF COREVET INVESTMENTS GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$50,000.00 RECORDED AUGUST 17, 2017, UNDER RECEPTION NO. [217099059](#).

ASSIGNMENT OF RENTS AND LEASES IN CONJUNCTION THEREWITH RECORDED AUGUST 17, 2017 UNDER RECEPTION NO. [217099060](#).
28. FINANCING STATEMENT WITH, ASSURITY LIFE INSURANCE COMPANY THE SECURED PARTY, RECORDED AUGUST 17, 2017 UNDER RECEPTION NO. [217099061](#).



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
719-634-4821

T & A VONG INC DBA SHORT STOP
BURGERS
T & A VONG INC DBA SHORT STOP
BURGERS
5819 PALMER PARK BLVD
None
COLORADO SPRINGS, CO 80915

Reference

Your Reference Number:
Our Order Number: 55073102
Our Customer Number: 77405
Invoice Requested by: T & A VONG INC DBA SHORT
STOP BURGERS
Invoice (Process) Date: October 12, 2018
Transaction Invoiced By: Teri Hess
Email Address: thess@ltgc.com

Invoice Number: 55073102

Date: October 12, 2018

Order Number: 55073102

Property Address: 5849-5883 PALMER PARK BOULEVARD COLORADO SPRINGS 80915

Parties: Corevet Investment Group Llc

Invoice Charges

Previous Amount Due:	\$0.00
Property Information Binder	\$500.00
Total Invoice Amount:	\$500.00
Current Balance Due:	\$500.00

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number 55073102** on your Payment