

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

**Title Report No:** N0041454-010-TO2-NB

1. **Effective Date:** January 4, 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:](#)

**CST Metro, LLC, a Michigan limited liability company**

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

**See Attached Legal Description**

(for informational purposes only) Vacant Land and 6810 North Meridian Road, Peyton, CO 80831

### Attached Legal Description

Parcel A:

Lots 17 to 32, inclusive, EXCEPT the Northwesterly 20 feet thereof, lying West of the County Road in Block 24, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312402015

Parcel B:

Lots 19 to 32, inclusive, EXCEPT the Northwesterly 20 feet thereof, in Block 25, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312403004

Parcel C:

All that portion of Block 28 lying West of the County Line Road, including the Northeasterly 30.0 feet of vacated 7th Street, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312404003

Parcel D:

All of Block 29, including the Southwesterly 30.0 feet of vacated 7th Street, EXCEPTING therefrom that portion of Meridian Road lying across Block 29 and said vacated portion of 7th Street, Town of Falcon, El Paso County, Colorado, according to the Plat thereof recorded in Plat [Book B at Page 37](#).

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312405003

Parcel E:

That part of the East half of Section 12, Township 13 South, Range 65 West of the 6th P.M., formerly being a portion of Lots 4 through 16 inclusive and the Northerly 20 feet of Lots 17 through 25 inclusive in Block 24, a portion of Lots 1 through 16 inclusive and the Northerly 20 feet of Lots 17 through 32 inclusive in Block 25 in the Town of Falcon, El Paso County, Colorado, together with vacated 7th Street and vacated alleys adjacent to said Lots as vacated by Vacation Plat recorded in Plat [Book E-3 at Page 46](#), more particularly described as follows: Beginning at a point on the Westerly line of said Block 25 and the Southerly right of way line of U.S. Hwy #24, from which the Northwest corner of said Block bears N 40 Degrees 12 Minutes 34 Seconds W, a distance of 20.00 feet; Thence S 40 Degrees 12 Minutes 34 Seconds E along the said West line, a distance of 180.00 feet; Thence N 49 Degrees 47 Minutes 26 Seconds E, a distance of 665.57 feet to the Westerly right of way line of Meridian Road; Thence N 06 Degrees 05 Minutes 34 Seconds W, along said Westerly right of way line, a distance of 212.93 feet; Thence N 40 Degrees 12 Minutes 34 Seconds W along the Easterly line of said Lot 4 in Block 24, a distance of 3.72 feet to the Southerly right of way line of U.S. Hwy #24; Thence S 49 Degrees 47 Minutes 26 Seconds W, along said right of way line, a distance of 785.00 feet to the Point of Beginning, Except for that portion conveyed to El Paso County by and through the Board of County Commissioners of El Paso County, Colorado in Special Warranty Deed recorded November 12, 2019 at [Reception No. 219142199](#), County of El Paso, State of Colorado.

NOTE: FOR INFORMATIONAL PURPOSES: 11769, 11765 and 11767 East Highway 24 / APN: 53124-02-016

Parcel F:

Lots 17, 18 Except the Northerly Twenty (20) Feet, in Block 25,

Town of Falcon,  
County of El Paso,  
State of Colorado

NOTE: FOR INFORMATIONAL PURPOSES ONLY ASSESSOR PARCEL NO. 5312403003

## 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.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.  
  
NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations contained in the Patent:

From: The United States of America  
To: Samuel Strayer  
Recording Date: January 20, 1880  
Recording No.: [COCOA No. 077199](#), BLM Records

Affects All Parcels

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America. 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.

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

Granted to: Mountain View Electric Association, Incorporated  
Purpose: Transmission and Distribution Lines and Fixtures  
Recording Date: February 9, 1971  
Recording No.: [Book 2389 Page 10](#)

Affects Parcels A, B, C, and D

11. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Falcon Fire Protection District, as evidenced by instrument(s):

Recording Date: July 30, 1980  
Recording No.: [Reception No. 688399](#)

Order and Decree Creating District:

Recording Date: December 2, 1980  
Recording No.: [Book 3380 Page 670](#)

Notice of Organization:

Recording Date: December 2, 1980  
Recording No.: [Book 3380 Page 675](#)

Notice of Organization:

Recording Date: February 17, 1981  
Recording No.: [Book 3404 Page 582](#)

Order and Decree Creating District:

Recording Date: February 17, 1981  
Recording No.: [Book 3404 Page 587](#)

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

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado  
Purpose: Non-Exclusive Permanent Easement PE-22A  
Recording Date: December 27, 2019  
Recording No.: [Reception No. 219164724](#)

Affects Parcel D

13. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-199, Board of County Commissioners County of El Paso, State of Colorado as set forth below:

Recording Date: June 07, 2019  
Recording No.: [Reception No. 219062551](#)

Affects Parcels A, C, D and E

14. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

Recording Date: June 07, 2019  
Recording No.: [Reception No. 219062552](#)

Affects Parcels A, C, D and E

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

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado  
Purpose: Non-Exclusive Permanent Easement PE-22  
Recording Date: December 27, 2019  
Recording No.: [Reception No. 219164725](#)

Affects Parcel D

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

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado  
Purpose: Non-Exclusive Permanent Easement PE-21  
Recording Date: December 27, 2019  
Recording No.: [Reception No. 219164726](#)

Affects Parcel C

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

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado  
Purpose: Non-Exclusive Permanent Easement PE-20  
Recording Date: December 27, 2019  
Recording No.: [Reception No. 219164727](#)

Affects Parcel C

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

Granted to: El Paso County by and through the Board of County Commissioners of El Paso County, Colorado  
Purpose: Non-Exclusive Permanent Easement PE-18  
Recording Date: December 27, 2019  
Recording No.: [Reception No. 219164728](#)

Affects Parcel A

19. Terms, conditions, provisions, agreements and obligations contained in the Memorandum to All Interested parties as set forth below:

Recording Date: November 4, 2021  
Recording No.: [Reception No. 221204545](#)

Affects Parcel D

20. Rights of Chicago, Rock Island and Pacific Railway Company as set forth in Deed recorded June 13, 1888 in [Book 91 at Page 474](#), as amended by Waiver and Release recorded August 17, 1960 in [Book 1820 at Page 335](#) and as amended by Quit Claim Deed recorded August 6, 1985 in [Book 5044 at Page 440](#).  
Affects Parcel E
21. The effect of Notice Concerning Underground Facilities recorded May 9, 1983 in [Book 3718 at Page 812](#).  
Affects Parcel E
22. Reservation of water rights as contained in Deed recorded January 6, 1988 in [Book 5462 at Page 598](#).  
Affects Parcel E
23. Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way, granted to Mountain View Electric Association, Inc., a Colorado corporation as set forth below:  
Recording Date: April 14, 1989  
Recording No.: [Book 5622 at Page 406](#)  
Affects Parcel E
24. The effect of Certificate of Non-Compliance recorded October 28, 2008 at [Reception No. 208117136](#).  
Affects Parcel E
25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 19-117 as set forth below:  
Recording Date: April 17, 2019  
Recording No.: [Reception No. 219039573](#)  
Affects Parcel E
26. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:  
Recording Date: April 17, 2019  
Recording No.: [Reception No. 219039574](#)  
Affects Parcel E
27. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:  
Recording Date: October 21, 2019  
Recording No.: [Reception No. 219130662](#)  
Affects Parcel E

28. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Construction Easement Agreement TE-7 as set forth below:

Recording Date: November 12, 2019  
Recording No.: [Reception No. 219142200](#)

Affects Parcel E

29. Terms, conditions, provisions, agreements, easements and obligations contained in the Non-Exclusive Permanent Easement PE-7 as set forth below:

Recording Date: November 12, 2019  
Recording No.: [Reception No. 219142201](#)

Affects Parcel E

30. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 22-372 as set forth below:

Recording Date: November 02, 2022  
Recording No.: [Reception No. 222137220](#)

**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

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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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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