



# Capital Title

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**Date:** September 16, 2022  
**Order Number:** 664826  
**Buyer:**  
**Seller:** El Paso County School District No. 22, a/k/a The Ellicott School District  
**Property Address:** 399 S Ellicott Highway, Calhan, CO 80808  
**Tax Schedule Number:** 24180-00-019

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**SELLER:**

El Paso County School District No. 22, a/k/a The  
Ellicott School District  
399 S Ellicott Highway  
Calhan, CO 80808

**BUYER/BORROWER:**

**Settlement Agent:**

**Chuck Hopper**  
13570 Northgate Estates Drive, Suite 200  
Colorado Springs, CO 80921  
(719) 650-2347 DIRECT (719) 213-2672 FAX  
chopper@capitaltitle.us

ATTACHED PLEASE FIND THE FOLLOWING:

Title Commitment  
Tax Information

**REFERENCE OUR ORDER NO.:** 664826

*We Appreciate Your Business And Look Forward to Serving You in the Future.*



**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

Capital Title, LLC  
13570 Northgate Estates Drive, Suite  
200  
Colorado Springs, CO 80921  
(719) 650-2347

  
\_\_\_\_\_  
David Hisey  
Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org>>.*

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 P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 664826- Amendment No. C-2

**1. Effective Date:** September 15, 2022, at 8:00 A.M.

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) ALTA Owner's Policy      INFO ONLY - NO POLCY WILL BE  
ISSUED

Proposed Insured:

(b) ALTA Loan Policy

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

**4. Title to the said estate or interest in said land is at the effective date hereof vested in:**

[El Paso County School District No. 22, also known as the Ellicott School District, a political subdivision of the State of Colorado](#)

**5. The land referred to in this Commitment is described as follows:**

See Attached Legal Description

Purported Address:  
399 S Ellicott Highway  
Calhan, CO 80808

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued

TBD Residential Rate:

Info Only Commitment:      \$300.00

Tax Information:      N/A

(Sch. #24180-00-019)

## SCHEDULE A

### LEGAL DESCRIPTION

Government Lot 4, a/k/a the Southwest Quarter of the Southwest Quarter of Section 18, Township 14 South, Range 62 West of the 6th P.M., County of El Paso, State of Colorado, EXCEPTING therefrom any portion lying within existing County roads and EXCEPTING therefrom that portion conveyed in Special Warranty Deed recorded May 22, 2000, at Reception No. 200056673, more fully described as follows:

A portion of Lot 4 (Southwest Quarter of the Southwest Quarter) of Section 18, Township 14 South, Range 62 West of the 6th P.M., County of El Paso, State of Colorado, described as follows: Beginning at the Northwest corner of said Lot 5; thence N89°59'16"E along the North line of said Lot 5, 454.90 feet; thence S00°06'05"E, 511.91 feet; thence S89°54'39"W, 455.81 feet to a point on the West line of said Lot 4; thence N00°00'00"E along said West line 512.52 feet to the Point of Beginning.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 664826- Amendment No. C-2

**The following are the requirements to be complied with:**

1. **Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.**
2. **Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.**
3. **THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY, NO POLICY WILL BE ISSUED.**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 664826- Amendment No. C-2

**Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:**

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, 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 the 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for the year 2021, and subsequent years; special assessments or charges not certified to the County Treasurer.
9. Any interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all sections lines, township lines, and range lines on the public domain East of the Range line dividing Range lines 65 West and 66 West are declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
10. Reservation of one-fourth interest in and to all oil, gas, coal, and minerals and oil, gas, coal and mineral rights in, on and under said property, as more fully contained and described in Warranty Deed recorded July 16, 1963, in Book 1966 at Page 122.
11. An Easement and Right of Way conveyed to Mountain View Electric Association, Incorporated, a Colorado Corporation by instrument recorded September 26, 1972, in Book 2526 at Page 261.

NOTE: The exact course of which is not defined therein.

12. Terms, conditions, restrictions, exceptions, reservations and provisions of the Grant of Right of Way recorded July 19, 2004, at Reception No. 204120022.
13. Terms, conditions, restrictions, exceptions, reservations and provisions of the Grant of Right of Way recorded June 30, 2000, at Reception No. 20075811.

NOTE: The property described in said Grant of Right of Way appears to have the wrong Range.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

14. The effects, if any, of the conveyance of equipment and rights as more fully contained in Quitclaim Deed recorded September 11, 1995, in Book 6721 at Page 1510.
15. The effects, if any, of the Special Warranty Deed by and between the Ellicott School Building Authority and the El Paso County School District No. 22, also known as the Ellicott School District, a political subdivision of the State of Colorado recorded September 11, 1995, in Book 6721 at Page 1508, containing an error in the legal description.
16. Any and all existing Leases or Tenancies.

# DISCLOSURES

File No.: 664826

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Capital Title, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

# Privacy Policy Notice

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Capital Title, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# ENDORSEMENT

ISSUED BY

**STEWART TITLE GUARANTY COMPANY**

File No.: 664826

Charge: \$35.00

The Company hereby insures the Insured against loss or damage (not exceeding the amount specified hereinafter) which the Insured shall sustain by reason of:

That according to the Public Records, there have been no deeds, other than the deed(s) which vest title in the owner(s) stated in Schedule A of the commitment conveying the land described in this Commitment within a period of two (2) years prior to the Commitment Date, except as follows:

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

  
Authorized Countersignature

Capital Title, LLC  
385 Inverness Parkway, Suite 300  
Englewood, CO 80112



  
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Frederick H. Eppinger  
President and CEO

  
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David Hisey  
Secretary