



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND55109798-4**

Date: **02/28/2024**

Property Address: **8145 PIUTE RD, 285 PAWNEE RD, AND TBD PAWNEE RD, COLORADO SPRINGS, CO 80926**

A BUYER TO BE DETERMINED
Delivered via: Electronic Mail

THE EQUITY GROUP
Attention: KELLY NELSON
90 S CASCADE AVE #1500
COLORADO SPRINGS, CO 80903
(713) 400-7320 (Work)
(719) 475-7627 (Work Fax)
kelly@theequitygroup.net
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND55109798-4

Date: 02/28/2024

Property Address: 8145 PIUTE RD, 285 PAWNEE RD, AND TBD PAWNEE RD, COLORADO SPRINGS, CO 80926

Seller(s): COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$279.00
TBD - TBD Income	\$-279.00
TOTAL	\$0.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[El Paso county recorded 09/07/2023 under reception no. 223076112](#)

[El Paso county recorded 09/07/2023 under reception no. 223076113](#)

[El Paso county recorded 09/05/2023 under reception no. 223076007](#)

[El Paso county recorded 05/05/2022 under reception no. 222063717](#)

[El Paso county recorded 12/18/2019 under reception no. 219160847](#)

[El Paso county recorded 04/04/2016 under reception no. 216033763](#)

[El Paso county recorded 01/05/2016 under reception no. 216000789](#)

[El Paso county recorded 11/17/1975 at book 2791 page 302](#)

[El Paso county recorded 11/17/1975 at book 2791 page 300](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND55109798-4

Property Address:

8145 PIUTE RD, 285 PAWNEE RD, AND TBD PAWNEE RD, COLORADO SPRINGS, CO 80926

1. Effective Date:

02/24/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY

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

PARCEL A: 6530300017 PAWNEE RD

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHICKASAW ROAD AND SENECA ROAD AS RECORDED IN ROCK CREEK MESA SUBDIVISION ADDITION NO. 2 RECORDED MARCH 11, 1959 IN PLAT BOOK A2 AT PAGE [30](#) IN THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE S89°24'00"W, 738.00 FEET; THENCE N00°36'00"W, 404.51 FEET; THENCE N89°02'00"W, 818.31 FEET; THENCE S00°38'00"E, 1519.66 FEET; THENCE S58°41'00"E, 90.68 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 47°30'00", RADIUS IS 360.00 FEET, AND ARC LENGTH IS 298.45 FEET; THENCE ANGLE LEFT ALONG A NON-RADIAL LINE N00°36'00"W, 521.89 FEET; THENCE N89°24'00"E, 152.35 FEET; THENCE S41°06'25"E, 115.48 FEET, THENCE S00°36'00"E, 151.90 FEET; THENCE N89°24'00"E, 227.00 FEET; THENCE S00°36'00"E, 155.29 FEET; THENCE N73°49'00"E, 766.16 FEET; THENCE N00°36'00"W, 849.47 FEET TO THE POINT OF BEGINNING; COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT THAT PORTION CONTAINED WITHIN THE PLAT OF LA MESA DEL ANGELES SUBDIVISION AS RECORDED FEBRUARY 4, 1972 IN PLAT BOOK U2 AT PAGE [36](#);

AND FURTHER EXCEPTING ANY PORTION CONVEYED BY DEEDS RECORDED APRIL 16, 1993 IN BOOK 6154 AT PAGE [600](#) AND AUGUST 5, 1995 IN BOOK 6230 AT PAGE [53](#) AND FEBRUARY 6, 1997 UNDER RECEPTION NO. [97013676](#).

PARCEL B: 6530300023 PAWNEE RD

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., IN THE COUNTY OF EL PASO, STATE OF COLORADO, BEING BOUNDED BY THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 30, THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 115, THE NORTH RIGHT OF WAY LINE OF PAWNEE ROAD AND THE EAST LINES OF THE SUBDIVISIONS OF LA MESA DEL ANGELES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1972 IN PLAT BOOK U2 AT PAGE [36](#), AND ROCK CREEK MESA SUBDIVISION ADDITION NO. 2,

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ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1959 IN PLAT BOOK A2 AT PAGE 30 AND AS PARTIALLY VACATED BY VACATION PLAT RECORDED JANUARY 13, 1972 IN PLAT BOOK U2 AT PAGE 13 ; EXCEPTING THEREFROM THE PARCELS LAND DESCRIBED IN DEEDS RECORDED OCTOBER 4, 1961 IN BOOK 1885 AT PAGE 404 AND AUGUST 16, 1979 IN BOOK 3215 AT PAGE 369.

PARCEL C: 6530400003 8145 PIUTE RD REYCON LTD

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTH EAST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6 PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST-WEST CENTER LINE OF SAID SECTION 30 WITH THE CENTER LINE OF STATE HIGHWAY NO. 115 AS DESCRIBED IN DEED RECORDED DECEMBER 21, 1938, IN BOOK 941 AT PAGE 394 OF THE RECORDS OF EL PASO COUNTY, COLORADO; THENCE WEST ON SAID EAST-WEST CENTER LINE 818 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY, WHICH POINT IS THE NORTH WEST CORNER OF THAT TRACT OF LAND CONVEYED IN DEED RECORDED FEBRUARY 25, 1955 IN BOOK 1483 AT PAGE 494 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO;

THENCE CONTINUE WEST 208 FEET ON SAID EAST-WEST CENTER LINE;

THENCE SOUTH 820 FEET PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 30;

THENCE EAST 208 FEET PARALLEL WITH THE EAST-WEST CENTER LINE OF SAID SECTION 30;

THENCE NORTH 820 FEET PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF SAID SECTION 30 TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID SECTION 30 TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED SEPTEMBER 21, 1966 IN BOOK 2146 PAGE 698, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL D: 65303-00-022 PAWNEE ROAD.

A PARCEL OF LAND LOCATED AS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, STATE OF COLORADO. BEARINGS OF BOUNDARY LINES USED IN THE FOLLOWING DESCRIPTION ARE BASED UPON "FOUND" SURVEY MONUMENTS WITHIN THE ROCK CREEK MESA SUBDIVISION AND THE MONUMENTED SECTION NORTHEAST BEING THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, BEARINGS HAVE BEEN DETERMINED BY DIRECT SOLAR OBSERVATIONS TO DETERMINE TRUE MERIDIAN NORTH.

COMMENCING AT THE WEST QUARTER CORNER (MONUMENTED U.S. GOVERNMENT BRASS CAP, DATED 1974) THENCE S 0°23'14" E, 935.27' (RECORD 933') ON A TRUE MERIDIAN BEARING ALONG THE WESTERLY SECTION LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30 TO INTERSECT THE SOUTHERLY LINE OF THE PLATTED "LA MESA DEL ANGELES SUBDIVISION" AS RECORDED IN PLAT BOOK U2, PAGE 36, EL PASO COUNTY, COLORADO.

SAID INTERSECTION POINT BEING THE TRUE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL:

THENCE S 89°37'22" E, 894.92 (RECORD 899.73') ALONG THE SOUTHERLY LINE OF SAID "LA MESA DEL

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ANGELES SUBDIVISION".

THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 48°59'54", RADIUS 187.00', ARC LENGTH 159.92.

THENCE S 40°37'28" E ALONG THE TANGENT OF THE MENTIONED CURVE 121.60' TO INTERSECT THE SOUTHERLY LINE OF LOT II, BLOCK 3, OF THAT NOW VACATED PORTION OF THE "ROCK CREEK MESA SUBDIVISION" AS SHOWN ON THE "VACATION OF A PORTION OF ROCK CREEK MESA SUBDIVISION AND PORTIONS OF ROCK CREEK MESA SUBDIVISION AS RECORDED IN PLAT BOOK U-2, PAGE 13, EL PASO COUNTY. SAID POINT BEING THE SAME AS A POINT ON THE STILL "PLATTED" PORTION OF LOT 12, BLOCK 3, "ROCK CREEK MESA SUBDIVISION", THENCE S 89°39'00" W, 152.35' ALONG THE LINE COMMON TO SAID LOTS II AND 12 OF BLOCK 3 AND THEN PROJECTED ACROSS THE "PLATTED" PORTION OF COMMACHE ROAD TO INTERSECT THE WESTERLY LINE OF SAID COMMACHE ROAD BEING THE SAME AS THE EASTERLY LINE OF THE NOW "VACATED" LOT 31, BLOCK 6, OF SAID "ROCK CREEK MESA SUBDIVISION ADDITION #2, THENCE S 0°21'00" E, 521.89' ALONG THE WESTERLY LINE OF THE STILL "PLATTED" COMMACHE ROAD TO THE NORTHWESTERLY CORNER OF THE INTERSECTION OF COMMACHE ROAD AND THE STILL "PLATTED" PAWNEE ROAD.

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°30'00", RADIUS 360' AND AN ARC LENGTH OF 298.45' TO A POINT ON THE SOUTHERLY LINE OF LOT 23, BLOCK 6, SAID SUBDIVISION.

THENCE N 58°26'00" W, 90.71' (RECORD 90.68') TO INTERSECT THE WESTERLY LINE OF THE NOW VACATED CHOCTAW ROAD OF SAID "VACATED" "ROCK CREEK MESA SUBDIVISION #2".

THENCE S 0°21'00" E, 70.69' ACROSS SAID PAWNEE ROAD TO THE SOUTHERLY LINE OF SAID PAWNEE ROAD.

THENCE S 58°26'00" E, 53.34' ALONG THE SOUTHERLY RIGHT OF WAY FOR PAWNEE ROAD.

THENCE ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 43°13'45", RADIUS 420', ARC LENGTH OF 331.55' (PLAT: 330.83'), ALONG THE SOUTHERLY RIGHT OF WAY OF THE STILL "PLATTED" PAWNEE ROAD AS SHOWN ON THE "ROCK CREEK MESA SUBDIVISION PLAT BOOK A-2, PAGE 30, TO INTERSECT THE WESTERLY RIGHT OF WAY LINE OF COMMACHE ROAD AS SHOWN ON THE PLAT OF THE "ROCK CREEK MESA SUBDIVISION", PLAT BOOK Z, PAGE 7.

THENCE S 0°21'00" E, 147.10' ALONG SAID WESTERLY RIGHT OF WAY TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2038, PAGE 764, EL PASO COUNTY RECORDS.

THENCE S 88°57'39" W, 960.89' ALONG THE NORTHERLY LINE OF SAID TRACT TO THE NORTHWESTERLY CORNER OF SAID TRACT BEING A POINT ON THE WESTERLY LINE (SECTION LINE) OF THE SOUTHWEST QUARTER OF SAID SECTION 30.

THENCE N C-23'-14" W, 723.43' ALONG SAID SECTION LINE AND CROSSING THE EXISTING PAVED PAWNEE ROAD TO THE SOUTHWESTERLY CORNER OF A TRACT OF LAND (LOWER WATERTANKS) DESCRIBED IN BOOK 5344, PAGE 120, EL PASO COUNTY RECORDS.

THENCE S 4°38'14" E, 132.00' ALONG THE SOUTHERLY LINE OF SAID TRACT.

THENCE N 0°23'14" W, 206.16'.

THENCE S 89°36'46" W, 100.00' TO THE NORTHWESTERLY CORNER OF SAID TRACT ALSO BEING A POINT ON SAID SECTION LINE.

THENCE ALONG SAID SECTION LINE N 0°23'14" W, 69.30' TO THE TRUE POINT OF BEGINNING.

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AND EXCEPTING AN EXISTING, PAVED, COUNTY MAINTAINED, ROADWAY KNOWN AS PAWNEE ROAD, SAID ROADWAY BEGINNING AT THE WESTERLY END OF THAT "PLATTED AND DEDICATED" PORTION OF PAWNEE ROAD AND CONTINUING NORTHWESTERLY TO THE WEST SECTION LINE OF SAID SECTION 30.

AND EXCEPTING A ROADWAY FOR ACCESS INTO A PORTION OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 67 WEST, 6TH P.M., SAID EASEMENT DESCRIBED IN BOOK 375, PAGE [497](#), DATED MAY 10, 1910, EL PASO COUNTY RECORDS, COLORADO AND EXCEPTING SAID PARCEL OF LAND DESCRIBED IN BOOK 2809 AT PAGE [220](#).

PARCEL E: 6530400009 285 PAWNEE RD

THAT PORTION OF THE SOUTH HALF OF SECTION 30 IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30:

THENCE EAST ON THE SOUTH LINE THEREOF 206.7 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF STATE HIGHWAY NO. 115 AS DESCRIBED IN DEED RECORDED IN BOOK 941 AT PAGE [394](#) OR THE RECORDS OF EL PASO COUNTY, COLORADO, UNDER RECEPTION NO. 604859;

THENCE NORTHERLY ON THE CENTER LINE OR SAID HIGHWAY, 716 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN DEED TO HOWARD L. MCMILLEN AND EVELYN B. MCMILLEN RECORDED IN BOOK 1393 AT PAGE [121](#) OF SAID RECORDS UNDER RECEPTION NO. 904410 FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE WESTERLY ON THE NORTHERLY LINE OF SAID MCMILLEN TRACT TO AN ANGLE POINT THEREON;

THENCE NORTH ON AN EASTERLY LINE OF SAID MCMILLEN TRACT 100 FEET TO A CORNER THEREOF;

THENCE WEST ON THE NORTHERLY LINE OF SAID MCMILLEN TRACT 300 FEET TO A CORNER THEREOF;

THENCE NORTH ON AN EASTERLY LINE THEREOF 292 FEET;

THENCE EAST PARALLEL WITH THE SOUTH LINE OR SAID SECTION 300 FEET;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 242 FEET;

THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO INTERSECT THE CENTER LINE OF SAID STATE HIGHWAY NO. 115;

THENCE SOUTHWESTERLY ON SAID CENTER LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED IN DEED RECORDED IN BOOK 2035 AT PAGE [159](#) UNDER RECEPTION NO. 368209;

AND

THAT PORTION OF THE SOUTH HALF OF SECTION 30 IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHERE THE CENTERLINE OF STATE HIGHWAY NO. IS AND THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO PORCY G. AND OPAL MAY GRIFFIN IN BOOK 1570 AT PAGE [408](#) OF THE EL PASO COUNTY, COLORADO, RECORDS COINCIDE;

THENCE WEST ALONG THE NORTH TINE OF SAID GRIFFIN TRACT TO A POINT WHICH IS A CORNER OF

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SAID GRIFFIN TRACT:

THENCE NORTH ALONG AND EASTERLY LINE OF SAID GRIFFIN TRACT A DISTANCE OF 242 FEET TO A POINT WHICH IS A CORNER OF SAID GRIFFIN TRACT:

THENCE WEST ALONG THE NORTH LINE OF SAID GRIFFIN TRACT A DISTANCE OF 300 FEET TO A POINT ON AN EAST LINE OF (BAT TRACT OF LAND CONVEYED TO HOWARD L. MCMILLEN AND EVELYN E. MCMILLEN BY DEED RECORDED IN BOOK 1393 AT PAGE [121](#):

THENCE NORTH ON SAID EAST LINE OF SAID MCMILLEN TRACT 8 DISTANCE OF 353 FEET TO THE SOUTH LINE OF THE COUNTY ROAD AS IT IS NOW USED:

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID COUNTY ROAD TO ITS INTERSECTION WITH THE CENTERLINE OF STATE HIGHWAY NO. 115:

THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID STATE HIGHWAY TO THE PLACE OF BEGINNING.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND55109798-4

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND55109798-4

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 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 hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

NOTE: ITEMS 8 THROUGH 15 AFFECT PARCEL A)

8. RESERVATIONS AND RIGHTS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED MARCH 30, 1875 UNDER RECEPTION NO. [49243](#), U.S. BUREAU OF LAND MANAGEMENT RECORDS
9. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE ROCK CREEK MESA WATER DISTRICT, RECORDED OCTOBER 24, 1956, IN BOOK 1598 AT PAGE [570](#). COURT ORDERS IN CONNECTION THEREWITH RECORDED NOVEMBER 21, 1963 IN BOOK 1987 AT PAGE [632](#) AND JANUARY 7, 1964 IN BOOK 1993 AT PAGE [205](#). NOTICE REGARDING UNDERGROUND FACILITIES RECORDED FEBRUARY 17, 1982 IN BOOK 3532 AT PAGE [701](#).
10. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 1, 1969, IN BOOK 2321 AT PAGE [14](#).

NOTE: NO LEGAL DESCRIPTION OR SURVEY MAP FOR BURDENED PROPERTY SHOWN ON SAID EASEMENT.

11. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 14, 1972, IN BOOK 2481 AT PAGE [682](#).

NOTE: NO LEGAL DESCRIPTION OR SURVEY MAP FOR BURDENED PROPERTY SHOWN ON SAID EASEMENT.

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Schedule B, Part II
(Exceptions)

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12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN DEEDS RECORDED FEBRUARY 13, 1976, IN BOOK 2809 AT PAGE [218](#) AND DECEMBER 30, 1977 IN BOOK 2995 AT PAGE [141](#) AND DECEMBER 30, 1997 IN BOOK 2995 AT PAGE [142](#); AND JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 3, 2011 UNDER RECEPTION NO. [211054344](#) AND CORRECTED ORDER OF AMENDED JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 29, 2015 UNDER RECEPTION NO. [215067734](#).
13. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE SOUTHWESTERN/HIGHWAY 115 FIRE PROTECTION DISTRICT, AS EVIDENCED BY RESOLUTION NO. 93-92 RECORDED MARCH 17, 1993, IN BOOK 6137 AT PAGE [176](#) AND COURT ORDER RECORDED MAY 25, 1993 IN BOOK 6179 AT PAGE [541](#).
14. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ NSPS LAND TITLE SURVEY CERTIFIED DECEMBER 11, 2019 PREPARED BY CLARK LAND SURVEYING INC., JOB #191027

SAID DOCUMENT STORED AS OUR IMAGE [20066578](#)

A). GRAVEL ROADS/ PATHS TRAVERSING PROPERTY WITHOUT BENEFIT OF RECORDED EASEMENT.
B). OVERHEAD ELECTRIC LINE ENTERING PROPERTY WITHOUT APPARENT RECORDED EASEMENT OR DEDICATION.

15. DEED OF TRUST DATED DECEMBER 18, 2019, FROM COLORADO SPRINGS EQUITIES. LLC, A COLORADO LIMITED LIABILITY COMPANY. TO THE PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO FOR THE USE OF LEE FAMILY TRUST TO SECURE THE SUM OF \$200,000.00 RECORDED DECEMBER 18, 2019, UNDER RECEPTION NO. [219160848](#).

NOTE: ITEMS 16 THROUGH 28 AFFECT PARCELS B AND C)

16. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE 30 FEET OF SUBJECT PROPERTY ADJACENT TO SECTION LINES BY REASON OF A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED JUNE 20, 1917, IN BOOK 571 AT PAGE [55](#) WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
17. RESERVATIONS AND RIGHTS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED NOVEMBER 30, 1874 UNDER RECEPTION NO. [1216](#) AND MARCH 30, 1875 UNDER RECEPTION NO. [49243](#) AND DECEMBER 5, 1884 UNDER RECEPTION NO. [2989](#), U.S. BUREAU OF LAND MANAGEMENT RECORDS.
18. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE ROCK CREEK MESA WATER DISTRICT, RECORDED OCTOBER 24, 1956, IN BOOK 1598 AT PAGE [570](#). COURT ORDERS IN CONNECTION THEREWITH RECORDED NOVEMBER 21, 1963 IN BOOK 1987 AT PAGE [632](#) AND JANUARY 7, 1964 IN BOOK 1993 AT PAGE [205](#). NOTICE REGARDING UNDERGROUND FACILITIES RECORDED FEBRUARY 17, 1982 IN BOOK 3532 AT PAGE [701](#).
19. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, AS GRANTED IN DEED RECORDED OCTOBER 4, 1961 IN BOOK 1885 AT PAGE [404](#).
20. ACCESS RESTRICTIONS AS SET FORTH IN RULE AND ORDER RECORDED JUNE 5, 1961 IN BOOK 1861 AT PAGE [594](#) AND RULE AND ORDER RECORDED JANUARY 16, 1963 IN BOOK 1941 AT PAGE [797](#).
21. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, AS GRANTED IN DEED RECORDED DECEMBER 1, 1969, IN BOOK 2321 AT PAGE [14](#).

NOTE: DEED DOES NOT SET FORTH A LEGAL DESCRIPTION FOR SAID EASEMENT.

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22. EASEMENT FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, AS GRANTED IN DEED RECORDED APRIL 14, 1972, IN BOOK 2481 AT PAGE [682](#).

NOTE: DEED DOES NOT SET FORTH A LEGAL DESCRIPTION FOR SAID EASEMENT.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENT FOR SEWER AND INCIDENTAL PURPOSES AS SET FORTH AND GRANTED IN DEEDS RECORDED FEBRUARY 13, 1976, IN BOOK 2809 AT PAGE [218](#) AND DECEMBER 30, 1977 IN BOOK 2995 AT PAGE [141](#) AND DECEMBER 30, 1977 IN BOOK 2995 AT PAGE [142](#), AND AS SET FORTH IN SEWER EASEMENT RECORDED FEBRUARY 28, 2002 UNDER RECEPTION NO. [202033427](#).
24. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY INTO THE SOUTHWESTERN/HIGHWAY 115 FIRE PROTECTION DISTRICT, AS EVIDENCED BY RESOLUTION NO. 93-92 RECORDED MARCH 17, 1993, IN BOOK 6137 AT PAGE [176](#) AND COURT ORDER RECORDED MAY 25, 1993 IN BOOK 6179 AT PAGE [541](#).
25. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED MAY 20, 2002 UNDER RECEPTION NO. [202081846](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 3, 2011 UNDER RECEPTION NO. [211054344](#) AND CORRECTED ORDER OF AMENDED JUDGMENT AND DECREE QUIETING TITLE RECORDED JUNE 29, 2015 UNDER RECEPTION NO. [215067734](#).
27. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT SURVEY PLAT CERTIFIED APRIL 27, 2022 PREPARED BY CLARK LAND SURVEYING, INC. , JOB #/ PROJECT NO. 220928.

SAID DOCUMENT STORED AS OUR IMAGE [48846987](#).

A). GRAVEL ROAD ENTERING PROPERTY ALONG THE SOUTH PROPERTY LINE.

B) FENCING IS NOT COINCIDENT TO PROPERTY LINES.

C) CONTAINERS AND SHED SHOWN ON SURVEY (CURRENT DISPOSITION IS NOT KNOWN)

28. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED, MAY 11, 2022 FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF NICHOLSON GROUP LENDING LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO SECURE THE AGGREGATE SUM OF \$1,555,000.00, RECORDED MAY 12, 2022 UNDER RECEPTION NO. [222066812](#).
29. (EXCEPTIONS 30 THROUGH 50 AFFECT PARCEL D)
30. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENTS RECORDED MAY 25, 1885 IN BOOK 35 AT PAGE [463](#), FEBRUARY 01, 1882, IN BOOK 45 AT PAGE [36](#), RECORDED 4 30, 1942 IN BOOK 290 AT PAGE [477](#), AND NOVEMBER 2, 1960 IN BOOK 1831 AT PAGE [210](#).
31. RESERVATIONS AS CONTAINED IN WARRANTY DEEDS RECORDED JANUARY 10, 1936 IN BOOK 914 AT PAGE [426](#) AND RECORDED MARCH 2, 1944 IN BOOK 1058 AT PAGE [215](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT RECORDED NOVEMBER 19, 1957 IN BOOK 1655 AT PAGE [535](#).

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33. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT-OF-WAY FOR COLORADO STATE HIGHWAY NO. 115 AS EVIDENCED IN INSTRUMENT RECORDED SEPTEMBER 13, 1960 IN BOOK 1824 AT PAGE [160](#).
34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ROCK CREEK MESA WATER DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 27, 1961, IN BOOK 1884 AT PAGE [189](#), AND RECORDED NOVEMBER 21, 1963 IN BOOK 1987 AT PAGE [632](#), AND RECORDED JANUARY 7, 1964 IN BOOK 1993 AT PAGE [205](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND EASEMENT RECORDED JULY 02, 1976 IN BOOK 2841 AT PAGE [315](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND EASEMENT RECORDED MARCH 06, 1978 IN BOOK 3014 AT PAGE [612](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND EASEMENT RECORDED MARCH 24, 1978 IN BOOK 3021 AT PAGE [152](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BOUNDARY LINE AGREEMENT RECORDED JUNE 05, 1978 IN BOOK 3045 AT PAGE [756](#). MAP OF BOUNDARY AGREEMENTS IN CONNECTION THEREWITH RECORDED 6 5, 1978 UNDER RECEPTION NO. 439223.
39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND EASEMENT RECORDED JUNE 25, 1979 IN BOOK 3192 AT PAGE [112](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT-OF-WAY EASEMENT RECORDED AUGUST 21, 1979 IN BOOK 3217 AT PAGE [102](#).
41. THE EFFECT OF RESOLUTION NO. 80-17, LAND USE 12, RECORDED FEBRUARY 05, 1980, IN BOOK 3280 AT PAGE [1](#).
42. THE EFFECT OF CORRESPONDENCE, RECORDED FEBRUARY 17, 1982, IN BOOK 3532 AT PAGE [701](#).
43. THE EFFECT OF RESOLUTION NO. 93-92, SERVICE PLAN-1, RECORDED MARCH 17, 1993, IN BOOK 6137 AT PAGE [176](#).
44. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SOUTHWESTERN HIGHWAY 115 FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 25, 1993, IN BOOK 6179 AT PAGE [541](#).
45. THE EFFECT OF RULINGS OF REFEREE IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS, RECORDED APRIL 23, 2008, UNDER RECEPTION NO. [208046306](#), AND UNDER RECEPTION NO. [208046304](#).
46. WATER RIGHTS AS CONVEYED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 7, 2012 UNDER RECEPTION NO. [212104073](#).
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT DEED RECORDED OCTOBER 17, 2012 UNDER RECEPTION NO. [212122440](#).

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48. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED NOVEMBER 20, 2020, LAST DATED JANUARY 11, 2021, DATED PREPARED BY CLARK LAND SURVEYING INC. , JOB #201034
- SAID DOCUMENT STORED AS OUR IMAGE [31372096](#)
- A). FENCING IS NOT COINCIDENT TO PROPERTY LINE.
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED MARCH 01, 2021 UNDER RECEPTION NO. [221039375](#).
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 21-319 RECORDED AUGUST 11, 2021 UNDER RECEPTION NO. [221152139](#).
- ITEMS 51 THROUGH _____ AFFECT PARCEL E
51. RIGHTS AND RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED NOVEMBER 19, 1875 IN BOOK 20 AT PAGES [45](#) AND [46](#) AND BOOK 35 AT PAGE [442](#).
52. ANY LOSS OR DAMAGE WHICH THE PROPOSED INSURED MAY INCUR BY REASON OF THE FAILURE TO COMPLY WITH THE LAWS AND REGULATIONS OF ANY STATE, COUNTY OR OTHER AUTHORITY RELATING TO THE SUBDIVISION OF THE LAND TO BE INSURED.
53. EACH AND EVERY RIGHT OF ACCESS TO AND FROM COLORADO STATE HIGHWAY 115 AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED SEPTEMBER 1, 1960 IN BOOK 1822 AT PAGE [446](#).
54. ANY TAX, LIEN, FEE OR OTHER EFFECT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY WITHIN THE SOUTHWESTERN HIGHWAY 115 FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENTS RECORDED MARCH 17, 1993 IN BOOK 6137 AT PAGE [176](#) AND MAY 25, 1993 IN BOOK 6179 AT PAGE [541](#).
55. EASEMENT AS GRANTED TO ROCK CREEK MESA WATER DISTRICT, FOR WATER LINE AND INCIDENTAL PURPOSES, IN CERTIFICATE OF EASEMENT, RECORDED SEPTEMBER 28, 2005, UNDER RECEPTION NO. [205152768](#).
56. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS AND EASEMENTS AS CONTAINED IN THE PERMANENT EASEMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED MAY 27, 2009 UNDER RECEPTION NO. [209058358](#)
57. ANY TAX, LIEN, FEE OR OTHER EFFECT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY WITHIN THE ROCK CREEK MESA WATER DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 13, 2011 UNDER RECEPTION NO. [211088872](#).
58. ANY TAX, LIEN, FEE OR OTHER EFFECT BY REASON OF INCLUSION OF THE SUBJECT PROPERTY IN THE ROCK CREEK MESA METROPOLITAN DISTRICT AS EVIDENCED BY INSTRUMENTS RECORDED JANUARY 24, 2018 UNDER RECEPTION NO. [218009073](#) AND APRIL 22, 2021 UNDER RECEPTION NO. [221079340](#) AND AUGUST 11, 2021 UNDER RECEPTION NO. [221152139](#).

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59. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED JANUARY 11, 2021 PREPARED BY CLARK LAND SURVEYING INC. , JOB #201034

SAID DOCUMENT STORED AS OUR IMAGE [65381975](#)

A) OVERHEAD ELECTRIC LINE ENTERING PROPERTY ALONG THE WEST PROPERTY LINE.

60. DEED OF TRUST DATED SEPTEMBER 07, 2023 FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF SCHULTZ PARTNERSHIP LLLP TO SECURE THE AGGREGATE SUM OF \$2,900,000.00 RECORDED SEPTEMBER 07, 2023 UNDER RECEPTION NO. [22376114](#).

COLLATERAL ASSIGNMENT RECORDED RECORDED SEPTEMBER 07, 2023 UNDER RECEPTION NO. [22376115](#).

61. DEED OF TRUST DATED FEBRUARY 22, 2024 FROM COLORADO SPRINGS EQUITIES LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO FOR THE USE OF STEPHEN D TEBO, DBA TEBO PROPERTIES TO SECURE THE AGGREGATE SUM OF \$3,000,000.00 RECORDED FEBRUARY 22, 2024 UNDER RECEPTION NO. [224012583](#).

INTERCREDITOR AGREEMENTS RECORDED FEBRUARY 26, 2024 UNDER RECEPTION NO. [224013239](#), [224013240](#).



Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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