



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **SC55069992-12**

Date: **08/26/2020**

Property Address: **VACANT LAND, FONTAINE BOULEVARD, COLORADO SPRINGS, CO 80925**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**For Closing Assistance**

Elizabeth Hall  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0249 (Work)  
(877) 261-1664 (Work Fax)  
[ehall@ltgc.com](mailto:ehall@ltgc.com)  
Contact License: CO271373  
Company License: CO44565

**Closers Assistant**

Lisa Bishaw  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 381-0259 (Work)  
(877) 261-1664 (Work Fax)  
[lbshaw@ltgc.com](mailto:lbshaw@ltgc.com)  
Contact License: CO271275  
Company License: CO44565

**For Title Assistance**

Robert Hayes  
102 S TEJON #760  
COLORADO SPRINGS, CO 80903  
(719) 634-4821 (Work)  
(719) 634-3190 (Work Fax)  
[rohayes@ltgc.com](mailto:rohayes@ltgc.com)

HPHR PROPERTIES LLC  
Attention: ED HOULE  
14160 GLENEAGLE DRIVE  
COLORADO SPRINGS, CO 80921  
[ehoule52@msn.com](mailto:ehoule52@msn.com)  
Delivered via: Electronic Mail

NEW PROVIDENCE CAPITAL  
Attention: MARK PITZER  
[mark@newprovidencecapital.com](mailto:mark@newprovidencecapital.com)  
Delivered via: Electronic Mail

HPHR PROPERTIES LLC  
Attention: DAN RIVERS  
Delivered via: Delivered by Realtor

S&D LAW  
Attention: RICHARD STRAUSS  
1290 BROADWAY SUITE 1650  
DENVER, CO 80203  
(303) 399-3000 (Work)  
(303) 200-8615 (Work Fax)  
[straussr@s-d.com](mailto:straussr@s-d.com)  
Delivered via: Electronic Mail

RC SINGER INC  
Attention: R BRIAN SINGER  
10680 WEST GIRARD AVE  
LAKEWOOD, CO 80227  
[briansingertennis@gmail.com](mailto:briansingertennis@gmail.com)  
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY  
Attention: MINDY HUMPHREY  
3033 EAST FIRST AVENUE SUITE 600  
DENVER, CO 80206  
(303) 618-6569 (Cell)  
(303) 331-6274 (Work)  
(303) 393-4912 (Work Fax)  
[mhumphrey@ltgc.com](mailto:mhumphrey@ltgc.com)  
Delivered via: Electronic Mail

FLYING HORSE REALTY  
Attention: DOUG PLOTT  
2712 NORTH GATE BLVD  
COLORADO SPRINGS, CO 80921  
(719) 886-4800 (Work)  
doug.plott@gmail.com  
Delivered via: Electronic Mail

OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY  
Attention: MELISSA LAWSON  
8201 PRESTON ROAD  
STE 450  
DALLAS, TX 75225  
(214) 239-6411 (Work)  
mlawson@oldrepublictitle.com  
Delivered via: Electronic Mail

CARTER SALES III  
Attention: CARTER SALES  
3479 MEADOW CREEK WAY  
HIGHLANDS RANCH, CO 80126  
(303) 419-9660 (Work)  
csales3@aol.com  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **SC55069992-12** Date: **08/26/2020**  
Property Address: **VACANT LAND, FONTAINE BOULEVARD, COLORADO SPRINGS, CO  
80925**  
Parties: **HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY  
R.C. SINGER, INC., A COLORADO CORPORATION**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title Insurance Fees</b>	
"ALTA" Owner's Policy 06-17-06	\$11,470.00
Deletion of Standard Exception(s)	\$100.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$250.00
<u>Deletion of Standard Exception(s)</u>	<u>\$100.00</u>
<u>Endorsement 8.2 - 06</u>	<u>\$100.00</u>
<u>Endorsement ALTA 9.3-06</u>	<u>\$421.00</u>
<u>Endorsement ALTA 24-06</u>	<u>\$100.00</u>
<u>Endorsement ALTA 25-06</u>	<u>\$421.00</u>
<u>Endorsement ALTA 39-06</u>	<u>\$0.00</u>
TBD - TBD Income	\$-394.00
Tax Certificate	\$26.00
	<b>Total \$12,594.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**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 effect of these documents on your property.

**Chain of Title Documents:**

**El Paso county recorded 06/29/1989 at book 5644 page 1391**

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55069992-12

**Property Address:**

VACANT LAND, FONTAINE BOULEVARD, COLORADO SPRINGS, CO 80925

**1. Effective Date:**

08/03/2020 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06 \$6,300,000.00

Proposed Insured:

HPRH PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate \$2,000,000.00

Proposed Insured:

NEW PROVIDENCE CAPITAL LENDING II, LP, a Texas limited liability company, ITS SUCCESSOR AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR

**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:**

R.C. SINGER, INC., A COLORADO CORPORATION

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

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, AND THE NORTHWEST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN THE CITY OF FOUNTAIN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION 21 WITH A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE N 89°45'30"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO SAID NORTH-SOUTH CENTERLINE OF SECTION 21 WHICH WAS ASSUMED TO BE N 00°17'17"W AND MONUMENTED BY A 3 1/4" ALUMINUM CAP PLS 14611 AT THE SOUTH QUARTER CORNER AND A 3 1/4" ALUMINUM CAP PLS 10377 AT THE NORTH QUARTER CORNER OF SAID SECTION 21) ON SAID PARALLEL LINE, 660.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED RECORDED JULY 6, 1961 IN BOOK 1866 AT PAGE **322** OF THE RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE N 89°45'30"E ON SAID PARALLEL LINE, 1984.59 FEET TO A POINT ON A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE N 89°56'47"E ON SAID PARALLEL LINE, 2632.69 FEET TO A POINT ON THE WESTERLY LINE OF COTTONWOOD GROVE FILING NO. 1 AS RECORDED MAY 27, 1986 IN PLAT BOOK A4 AT PAGE **112** OF SAID RECORDS; THENCE SOUTHERLY AND EASTERLY ON THE WESTERLY AND SOUTHERLY LINES OF SAID COTTONWOOD GROVE FILING NO. 1 FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE S 00°01'28"E, 1289.82 FEET; (2) THENCE N 89°54'06"E, 1067.32 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AS DESCRIBED IN RULE AND ORDER RECORDED JANUARY 16, 1986 IN BOOK 5115 AT PAGE **274** OF SAID RECORDS; THENCE S 15°16'47"W ON SAID WESTERLY RIGHT-OF-WAY LINE, 1368.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 22;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: SC55069992-12

THENCE S 89°54'23"W ON SAID SOUTH LINE, 3333.86 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE S 89°45'19"W ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 21, 2625.68 FEET TO A POINT ON THE EASTERLY LINE OF A VACATION AND REPLAT OF LOTS 42 THRU 48 PEACEFUL VALLEY ESTATES AS RECORDED MAY 2, 1973 IN PLAT BOOK Y2 AT PAGE **26** OF SAID RECORDS; THENCE N 00°00'57"W ON SAID EASTERLY LINE, 1981.63 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND DESCRIBED IN BOOK 1866 AT PAGE **322**; THENCE EASTERLY AND NORTHERLY ON SAID SOUTHERLY AND EASTERLY LINES OF SAID TRACT OF LAND FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE N 89°45'30"E, 638.85 FEET; (2) THENCE N 00°17'17"W, 630.00 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM SINGER'S SUBDIVISION RECORDED NOVEMBER 23, 1981 IN PLAT BOOK H3 AT PAGE **81**;

AND FURTHER EXCEPTING THEREFROM THE FOLLOWING TRACT: THAT PORTION OF SECTIONS 21 AND 22, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S 00°07'50"E (ALL BEARINGS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 21, WHICH WAS ASSUMED TO BE S 00°17'17"E AND MONUMENTED BY A 3 1/4 INCH DIAMETER CAP SET BY R.L.S. #10377 AT THE NORTH QUARTER CORNER OF SAID SECTION 21 AND BY A 3 1/4 INCH DIAMETER CAP SET BY P.L.S. #14611 AT THE SOUTH QUARTER CORNER OF SAID SECTION 21) ON THE EAST LINE OF SAID SECTION 21, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 89°56'47"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 404.31 FEET; THENCE S 00°03'13"E, 1234.75 FEET; THENCE S 89°56'47"W, 1234.75; THENCE N 00°08'19"W, 1232.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD; THENCE N 89°45'30"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 832.27 FEET TO THE POINT OF BEGINNING;

AND FURTHER EXCEPTING THEREFROM PARCEL NO. RW-53 CONVEYED IN DEED RECORDED MARCH 17, 2016 UNDER RECEPTION NO. 216026879.

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**  
**(Requirements)**

Order Number: SC55069992-12

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. RELEASE OF DEED OF TRUST DATED DECEMBER 31, 1988, FROM R.C. SINGER, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF RONALD PATRICK SINGER TO SECURE THE SUM OF \$78,490.00 RECORDED JUNE 29, 1989, IN BOOK 5644 AT PAGE 1394.  
PARTIAL RELEASE IN CONNECTION THEREWITH RECORDED MARCH 14, 2018 UNDER RECEPTION NO. 218029097
2. RELEASE OF DEED OF TRUST DATED JANUARY 30, 1989 FROM R.C. SINGER, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF AGNES SINGER TO SECURE THE SUM OF \$75,000.00 RECORDED JUNE 29, 1989, IN BOOK 5644 AT PAGE 1397.  
PARTIAL RELEASE IN CONNECTION THEREWITH RECORDED MARCH 14, 2018 UNDER RECEPTION NO. 218029096.
3. WARRANTY DEED FROM R.C. SINGER, INC., A COLORADO CORPORATION TO HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.  
NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.
4. (THIS ITEM WAS INTENTIONALLY DELETED)
5. (THIS ITEM WAS INTENTIONALLY DELETED)
6. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

7. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING FROM HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF NEW PROVIDENCE CAPITAL LENDING II, LP, a Texas limited liability company TO SECURE THE SUM OF \$2,000,000.00.

NOTE: THE OPERATING AGREEMENT FOR HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES EDWARD HOULE AS THE OPERATIONS MANAGER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** SC55069992-12

**All of the following Requirements must be met:**

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

(THIS ITEM WAS INTENTIONALLY DELETED)

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE LOAN POLICY WILL BE DELETED.

UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS:

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF R.C. SINGER, INC., A COLORADO CORPORATION. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF HPHR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTE: DELETED

NOTE: TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

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

Order Number: SC55069992-12

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.
8. EXISTING ANNUAL PASTURE LEASE WITH RONALD SINGER.
9. RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATER OF JIMMY CAMP CREEK AS THE SAME COURSES THROUGH THE SUBJECT PROPERTY, WITHOUT DIMINUTION.
10. RESERVATIONS AND RIGHTS AS SET FORTH IN PATENT OF THE UNITED STATES RECORDED JUNE 04, 1904 IN BOOK 54 AT PAGE 69.
11. (THIS ITEM WAS INTENTIONALLY DELETED)
12. ANY AND ALL WATER, IRRIGATION, AND DITCH RIGHTS SET FORTH IN AGREEMENT RECORDED DECEMBER 9, 1922 IN BOOK 606 AT PAGE 542 AND IN DEEDS RECORDED MARCH 11, 1952 IN BOOK 1331 AT PAGE 283 AND JUNE 11, 1954, IN BOOK 1434 AT PAGE 316, DECEMBER 16, 1958 IN BOOK 1717 AT PAGE 21, JULY 21, 1959 IN BOOK 1755 AT PAGE 635, MARCH 9, 1964 IN BOOK 2001 AT PAGE 634, JUNE 19, 1964 IN BOOK 2018 AT PAGE 319 AND JULY 8, 1981 IN BOOK 3453 AT PAGE 701.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY FOR GAS PIPE LINE RECORDED OCTOBER 15, 1927 IN BOOK 798 AT PAGE 149.



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

**Order Number:** SC55069992-12

14. MINERALS AS RESERVED IN DEED RECORDED JUNE 11, 1954 IN BOOK 1434 AT PAGE 316, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
15. RIGHT OF WAY AND EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC, FOR ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 26, 1962, IN BOOK 1939 AT PAGE 544. QUIT CLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 12, 1978 IN BOOK 3027 AT PAGE 355.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 29, 1963 IN BOOK 1972 AT PAGE 424.
17. EASEMENT GRANTED TO DAN LACY FOR INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY DEED RECORDED APRIL 12, 1978, IN BOOK 3027 AT PAGE 353. SAID EASEMENT ALSO SHOWN ON PLAT OF SINGER'S SUBDIVISION RECORDED NOVEMBER 23, 1981 UNDER RECEPTION NO. 499296 IN PLAT BOOK H3 AT PAGE 81.
18. RIGHT OF WAY AND EASEMENT GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., FOR ELECTRICITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 17, 1978, IN BOOK 3028 AT PAGE 801.
19. TERMS CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS SET FORTH IN RULE AND ORDER RECORDED JANUARY 16, 1986 IN BOOK 5115 AT PAGE 274, AMENDED RULE AND ORDER IN CONNECTION THEREWITH RECORDED SEPTEMBER 29, 1986 IN BOOK 5243 AT PAGE 1281.
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JUNE 14, 1989 IN BOOK 5640 AT PAGES 858.
21. THE EFFECT OF ORDINANCE NO. 849, REGARDING ZONING, RECORDED JUNE 14, 1989, IN BOOK 5640 AT PAGE 866.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WATER EASEMENT AGREEMENT RECORDED JULY 02, 2008 UNDER RECEPTION NO. 208076275.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSENTS TO GRANT OF EASEMENT-WATER LINE AND APPURTENANCES RECORDED JULY 02, 2008 UNDER RECEPTION NO. 208076289 AND 208076299.
24. (THIS ITEM WAS INTENTIONALLY DELETED)
25. THE EFFECT OF RESOLUTION NO. 15-232 OF THE BOARD OF COUNTY COMMISSIONERS, RECORDED JUNE 05, 2015, UNDER RECEPTION NO. 215058074.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EL PASO COUNTY SERVICES DEPARTMENT MEMORANDUM OF AGREEMENT RECORDED JUNE 04, 2015 UNDER RECEPTION NO. 215058872.
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED DECEMBER 07, 2015 UNDER RECEPTION NO. 215131215.

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

**Order Number:** SC55069992-12

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED MARCH 17, 2016 UNDER RECEPTION NO. 216026880.
29. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, AND EASEMENTS AS SET FORTH IN SANITARY SEWER EASEMENT AGREEMENT RECORDED NOVEMBER 8, 2018 UNDER RECEPTION NO. 218130142.
30. 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 APRIL 28, 2020 PREPARED BY RIDGELINE LAND SURVEYING.

SAID DOCUMENT STORED AS OUR IMAGE 26028321

- A). FENCING IS NOT COINCIDENT TO PROPERTY LINE.
- B). ACCESS GATES TO ADJOINING PROPERTY.
- C) 322 SQUARE FOOT GAP BETWEEN MARKSHEFFEL ROW AND TITLE DESCRIPTION BOOK 5644, PAGE 1391.



## 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.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
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.

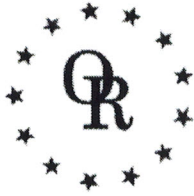
Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- 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 Corporation

#### 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 EXTRACTIONAL 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.

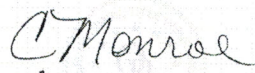
Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



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 Land Title Insurance Corporation. 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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