

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910
Office (719) 520-6300

Date 12/19/19

Receipt No. 522713

Customer: LG HI FALCON LLC
3500 MAPLE AVE STE 1600
DALLAS, TX 75219

Processed by PR

Check No. 1137/CC

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K02	Bridge Fees, Basin = FALCON			107,014.70	1	107,014.70
K31	Mylar Pages (each page)			13.00	2	26.00
K42	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K43	SIA Subdivision Improvement Agreement (each additional page)			5.00	11	55.00
K48	Development Agreements (1st page) LICENSE AGREEMENT			13.00	1	13.00
K49	Development Agreements (each additional)			5.00	12	60.00
K48	Development Agreements (1st page) NON EXCLUSIVE EASEMENT			13.00	1	13.00
K49	Development Agreements (each additional)			5.00	9	45.00
K23	Detention Pond Maintenance Agreement (1st page)			13.00	1	13.00
K24	Detention Pond Maintenance Agreement (each additional)			5.00	16	80.00
K04	Drainage Fees, Basin= FALCON - \$779058.60 CREDIT			0.00		0.00
2	PROJECT NAME: FALCON MARKET PLACE SF191					0.00
1	CUSTOMER NAME: LG HI FALCON LLC					0.00

Total \$107332.70

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 53000-00-589

2018 TAXES PAYABLE 2019

Owner Per Tax Record: LG HI FALCON LLC

Property Type: Real Estate

Property Location: 11680 WOODMEN RD E

Property Description: SE4SE4 SEC 1-13-65 INCLUDING THAT PART OF BLK 1 FALCON
LY WITHIN THE SE4SE4 SEC 1-13-65, EX PT CONV TO R/W BY
REC #204062427 & WOODMEN METRO BY REC # 207116129

Alerts:

<u>Assessed Value</u>		
Land	\$	14940
Improvement	\$	9100
TOTAL	\$	24040

<u>Tax District: SEZ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	186.02
EPC ROAD & BRIDGE (UNSHARED)	0.000330	7.93
EL PASO COUNTY SCHOOL NO 49 - GEN	0.043044	1034.78
* PIKES PEAK LIBRARY	0.004000	96.16
FALCON FIRE PROTECTION	0.014886	357.86
UPPER BLK SQUIRREL CRK GROUND WATER	0.001082	26.01
WOODMEN ROAD METROPOLITAN	0.011599	278.84
TOTAL	0.082679	1987.60

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

Amount due valid through DECEMBER 31st, 2019 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 17th day of DECEMBER A.D. 2019

Issued to: epc\trshenson Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20191217 44196

By: 

NOTICE

If Stewart Title is recording documents for you, the following is required:

1. A check must be attached to the documents, made payable to **Stewart Title**.

The check fees must include:

Recording fees of \$11.00 for the first page and \$5.00 for each additional page of the same document to electronically record. (Example: 2 page document is \$21.00, 3 page document is \$26.00)

The charge for UCC Filings is \$11.00 flat fee for 1-2 pages, and \$16.00 flat fee for 3 or more pages, plus \$11.00 per document to electronically record.

An additional transfer declaration fee (doc fee) on all documents granting or conveying title to real property (C.R.S. 39-13-102) **\$0.01 per \$100 consideration if consideration is greater than \$500.** (i.e. \$10.00 for \$100,000.00 consideration; \$100.00 for \$1,000,000.00 consideration)
NOTE: The transfer declaration does not apply to Deeds of Trust/ Mortgages (no mortgage taxes in Colorado)

2. Recording Instructions along with your check must be attached to the documents to be recorded.
3. If your insurance amount changes, contact the title department for a new rate quote.
4. Documentation evidencing satisfaction of requirements must be attached.

NOTE: PLEASE CONTACT STEWART TITLE PRIOR TO CLOSING AND RECORDING FOR AN UPDATE.

Please send Title Package to:

Stewart Title
111 S. Tejon Street, Suite 111
Colorado Springs, CO 80903



060062 - Colorado Springs - RPC
111 S. Tejon Street, Suite 111
Colorado Springs, CO 80903

Date: December 17, 2019
File Number: 01330-88802-Amendment No. 2
Property: 11680 East Woodmen Road, Falcon, CO 80831

Please direct all Title inquiries to:

KathiLynn Cheshire
Phone: (719) 544-2323
Email Address: kcheshire@stewart.com

OWNER:

LG HI Falcon, LLC

DISTRIBUTION:

Benchmark Title
2000 McKinney Ave, 4th Floor
Dallas, TX 75201
Attn: Brittney Rogers
Phone: (214) 485-8677
Email: brogers@bmktitle.com

Prior Reference No.: PL16-17854

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

ALTA Commitment Form
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.

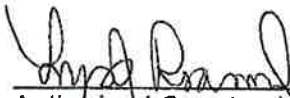
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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


stewart
title guaranty company





Matt Morris
President and CEO

060062 - Colorado Springs - RPC
111 S. Tejon Street, Suite 111
Colorado Springs, CO 80903
(719) 578-1100



Denise Carraux
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.: **01330-88802- Amendment No. 2**

1. Effective Date: **December 10, 2019, at 5:30 P.M.**

2. Policy or Policies to be issued:

Amount of Insurance

(a) A.L.T.A. Owner's Policy Information Only Title Commitment

Proposed Insured:

(b) A.L.T.A. Loan Policy

Proposed Insured:

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 referenced estate or interest in said land is at the effective date hereof vested in:

LG HI Falcon, LLC, a Texas limited liability company

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

See Attached Legal Description

Purported Address:

**11680 East Woodmen Road
Falcon, CO 80831**

STATEMENT OF CHARGES

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

Commercial Rate:

To Be Determined Commitment Fee**:	\$500.00
Datedown / Amendment No. 1	\$75.00
Datedown / Amendment No. 2	\$75.00

(Schedule No. 53000-00-589)

** Will be applied to premium if policy issued.

SCHEDULE A
LEGAL DESCRIPTION

PARCEL A:

The Southeast quarter of the Southeast quarter of Section 1, Township 13 South, Range 65 West of the Sixth Principal Meridian, EXCEPT that portion thereof lying within the limits of the plat of the Town of Falcon, County of El Paso, State of Colorado

PARCEL B:

That portion of Block 1, Town of Falcon, lying within the Southeast quarter of the Southeast quarter of Section 1, Township 13 South, Range 65 West of the Sixth Principal Meridian, County of El Paso, State of Colorado

EXCEPTING from the above-referenced parcels those portions conveyed to Woodmen Road Metropolitan District by Warranty Deed recorded April 19, 2004 at Reception No 204062427 and Personal Representative's Deed recorded September 7, 2007 at Reception No. 207116129, El Paso County, Colorado records.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 01330-88802- Amendment No. 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. **NONE AT THIS TIME.**

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. The limit of liability of Stewart Title Company for any causes of action directly or indirectly related to the search service shall be, in the total amount, limited to the charge paid under this agreement, \$500.00, or \$2,000, whichever is greater.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01330-88802- Amendment No. 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. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservations or exceptions contained in an *unrecorded* [U.S. Patent Homestead No. 380](#), dated January 20, 1880, or in Acts authorizing the issuance thereof, reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises, as noted on ALTA/ NSPS Land Title Survey dated July 14, 2016, prepared by Cameron Forth, PLS No. 38390, of Clark Land Surveying, Inc. as Project No. 160255 (the "Survey").
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Any interest which may have been acquired by the public by reason of the Road Order Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in [Road Book A at Page 78](#), as shown on the Survey.
11. Reservation of one-half of any and all interest in coal, oil, gas and other minerals in, under and upon the subject property as set forth in Warranty Deed recorded October 6, 1964 in [Book 2038 at Page 193](#), as noted on the Survey.
12. Grant of Right of Way recorded December 9, 1964 in [Book 2048 at Page 85](#), as noted on the Survey.
13. Grant of Right of Way recorded June 30, 1967 in [Book 2186 at Page 985](#), as noted on the Survey.
14. Grant of Right of Way recorded May 1, 1970 in [Book 2341 at Page 979](#), as noted on the Survey.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

15. Deferred Payment Right of Way Agreement recorded July 12, 1995 in [Book 6682 at Page 1425](#), as noted on the Survey.
NOTE: Diamond Shamrock Pipeline Company map recorded March 7, 1997 at [Reception No. 97026397](#).
16. Possession and Use Agreement recorded August 13, 2003 at [Reception No. 203186870](#), as shown on the Survey.
17. Grant of Right of Way recorded February 25, 2004 at [Reception No. 204031320](#), as shown on the Survey.
18. Grant of Right of Way recorded April 19, 2004 at [Reception No. 204062428](#), as shown on the Survey.
19. Pipeline Right-of-Way and Easement recorded May 13, 2004 at [Reception No. 204078591](#), as shown on the Survey.
20. Resolution No. 08-17 recorded August 6, 2008 at [Reception No. 208026505](#), as noted on the Survey.
21. Woodmen Crossing/Gaddie Easement Agreement recorded August 8, 2013 at [Reception No. 213102338](#), as shown on the Survey.
22. The following matters disclosed by ALTA/NSPS Land Title Survey dated July 14, 2016, prepared by Clark Land Surveying, Inc., as [Job No. 160255](#), to wit:
 - a) Fencing as now located does not coincide with the boundary lines of the subject property.
 - b) Monitor wells located throughout the subject property.
 - c) Flood Zone A as shown and any adverse right, title, or interest asserted to any portion of the subject property which has been created by artificial means or has accreted to such portion so created.
23. Order Granting Motion for Inclusion of Additional Real Property recorded October 5, 2016 at [Reception No. 216115120](#).
24. Existing leases or tenancies, if any, and any and all parties claiming by, through or under said lessees.
NOTE: The present ownership of the leaseholds created by said leases, if any, referenced above and other matters affecting the interest of the lessees are not shown herein.
25. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 29, 2016, executed by LG HI FALCON, LLC, a Texas limited liability company, to the Public Trustee of El Paso County, to secure an indebtedness of \$1,410,000.00 in favor of Bank SNB recorded August 2, 2016 as [Reception No. 216085939](#).

Note: Fifth Modification, Renewal and Extension Agreement recorded December 3, 2019, [as Reception No. 219151626](#).
26. UCC Financing Statement from LG HI FALCON, LLC, a Texas limited liability company, as debtor, to Bank SNB, secured party, recorded in connection with the deed of trust insured herein on August 2, 2016 at [Reception No. 216085940](#).
27. Inclusion of the subject property in The Woodmen Road Metropolitan District as evidenced by the Proposed Order recorded October 5, 2016, [as Reception No. 115120-2016](#); and as evidenced by Proposed Order recorded May 15, 2017, [as Reception No. 56016-2017](#).
28. Terms and conditions contained in The Board of County Commissioners, County of El Paso, State of Colorado,



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

Resolution No. 18-387, regarding approval of Preliminary Plan for Falcon Market Place, as recorded October 10, 2018, [as Reception No. 118035-2018](#).

29. Notice Extending Time to File Mechanics' Lien by Alpine Demolition, Inc recorded April 8, 2019, [as Reception No. 219035945](#).
30. Terms and conditions contained in the Board of County Commissioners County of El Paso, State of Colorado, Resolution No. 19-357, amending Resolution No. 18, 387, as recorded September 25, 2019, [as Reception No. 219117074](#); and re-recorded October 16, 2019, [as Reception No. 219128500](#).



MINERAL DISCLOSURE

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 APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.