

**GENERAL APPLICATION FORM**

Edited 9/25/18

Tax Schedule Number(s):

Project Name: Midtown Collection at Pathways Fil. No. 2

Existing Zone: PUD AO

Acreage: 4.134

Site Address: 6710 Templeton Gap Road

Direction from
Nearest Street
Intersection:Southwesterly of Tutt Boulevard and
Spring Breeze Drive

5307000119

TYPE OF PLAN(S) - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification

- | | |
|--|--|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Property Boundary Adjustment |
| <input type="checkbox"/> Administrative Relief | <input type="checkbox"/> PUD Concept Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Amendment to Plat Restriction | <input type="checkbox"/> PUD Development Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> PUD Zone Change |
| <input type="checkbox"/> Building Permit to Unplatted Land | <input type="checkbox"/> Street Name Change |
| <input type="checkbox"/> Building Permit Prior to Platting | <input type="checkbox"/> Subdivision Plat <input type="radio"/> Prelim <input type="radio"/> Prelim & Final <input checked="" type="radio"/> Final |
| <input type="checkbox"/> CMRS No. <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 | <input type="checkbox"/> Subdivision Waiver <input type="radio"/> Design <input type="radio"/> Process |
| <input type="checkbox"/> Concept Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Use Variance <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Conditional Use <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Vacation of Plat |
| <input type="checkbox"/> Coordinated Sign Plan (CSP) | <input type="checkbox"/> Waiver of Replat |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Zone Change; Proposed Zone: _____ |
| <input type="checkbox"/> Development Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | |
| <input type="checkbox"/> Historic Preservation <input type="radio"/> Re-roof <input type="radio"/> Hearing Request | <input type="checkbox"/> FBZ Development Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Landscape Plan <input type="radio"/> Preliminary <input type="radio"/> Final <input type="radio"/> Irrigation | <input type="checkbox"/> FBZ Conditional Use <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Master Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> FBZ Interim Use Plan |
| <input type="checkbox"/> Nonuse Variance | <input type="checkbox"/> FBZ Minor Improvement Plan |
| <input type="checkbox"/> Preservation Easement Adjustment | <input type="checkbox"/> FBZ Warrant |

PROPERTY OWNER AND/OR APPLICANT/CONSULTANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by his or her signature understands and agrees that he or she is responsible for the completion of all on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy.

Signature of Property Owner

Date

Signature of Consultant

Date

Signature of Developer

Date

APPLICANT CONTACT INFORMATION (please print or type)

Property Owner: Elite Properties of America, Inc.

Contact Name: Jim Boulton

E-Mail: jrboulton@classichomes.com

Phone: (719) 592-9333

Developer: Elite Properties of America, Inc.

Contact Name: Jim Boulton

E-Mail: jrboulton@classichomes.com

Phone: 7195929333

Consultant/Main Contact name: Doug Reinelt

Phone: (719) 785-2801

Address: 619 N. Cascade Ave, Suite 200

City: Colorado Springs

State: CO

Zip Code: 80903

E-Mail: dreinelt@classicconsulting.net

PLANNER AUTHORIZATION: (CITY USE ONLY)☐ Checklists ☐ Distribution Form ☐ Project Blurb ☐ E-mail to Admin. Initial Review Level: ☐ AR ☐ CPC ☐ DRB ☐ HP

Payment \$ _____ Assigned to: Katie Carleo Date: _____

Receipt No.: _____ City File No: AR FP 21-00589



Final Plat Application Requirements

REVIEW CRITERIA: It is the purpose and intent of this article:

- A. To promote the health, safety, convenience and general welfare of the citizens of the City.
- B. To set forth appropriate standards for subdivision design which will:
 - 1. Encourage the development of sound, economical, stable neighborhoods and create a healthy living environment for the residents of the City, in conformance with the goals and policies of the Comprehensive Plan.
 - 2. Provide for lots of adequate size, configuration and appropriate design for the purpose for which they are to be used and to accommodate the physical features of the site.
 - 3. Promote design flexibility.
 - 4. Provide for streets of adequate capacity and with which appropriate improvements will handle anticipated traffic flow.
 - 5. Preserve the significant natural features and environmental quality of the City.
- C. To set forth appropriate standards for utilities and services which will:
 - 1. Provide an efficient, adequate and economical supply of utilities and services to land proposed for development, in order to assure that governmental costs are minimized to the greatest extent possible.
 - 2. Ensure at the time of subdivision that adequate storm drainage, sewage disposal and other utilities, services and improvements needed as a consequence of subdivision of land are provided.
 - 3. Provide for the undergrounding of all public utilities lines up to thirty thousand (30,000) volts except as otherwise provided in section 7.7.805 of this article.
- D. To assure the provision of adequate and safe circulation which will:
 - 1. Minimize traffic hazards through means of appropriate street design, and provide for safe and convenient vehicular and pedestrian traffic circulation.
 - 2. Provide for adequate vehicular access to abutting properties and the subdivider's remaining holdings.
 - 3. Assure that street rights of way are provided for in accord with the major thoroughfare plan and the City Engineer design manual.
 - 4. Provide for safe and convenient pedestrian access throughout the community.
- E. To assure adequate public facilities are provided which will:
 - 1. Enhance the coordination of subdivision development with the provision of public facilities such as parks, recreation areas, schools and other types of community facilities.
 - 2. Ensure that public facilities are provided in accord with the City's Comprehensive Plan.
 - 3. Provide for adequate law enforcement and fire protection facilities.
- F. To ensure the appropriate development of the community through the implementation of the goals and policies of the Comprehensive Plan. (Ord. 96-44; Ord. 01-42)

SUBMITTAL CHECKLIST: The following items will need to be included in any Final Plat review submittal.

Applicant	Planner
<input checked="" type="checkbox"/> General Development Application Form	<input type="checkbox"/>
1 copy of a Project Statement identifying the following:	
<input checked="" type="checkbox"/> 1. A clear description of the proposed plat. If public easements dedicated by plat to the City are to be vacated as part of the request, indicate this within the project statement letter;	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2. A justification based on the review criteria addressing why the proposed plat should be approved; and	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3. An issue list stating how each of the pre-application issues, as communicated to the applicant/owner by the reviewing planner, has been addressed in the proposed subdivision plat.	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 copy of a Final Plat showing all "Plan Contents" below	<input type="checkbox"/>
<input checked="" type="checkbox"/> All plans, documents, and reports uploaded to Dropbox folder (Planner to send folder invite through email)	<input type="checkbox"/>
<input checked="" type="checkbox"/> A legal description of the proposed project	<input type="checkbox"/>

Reports and Studies Requirement for each report is determined at the pre-application meeting or LDTC meeting. All reports to be provided in electronic form via Dropbox link from planner.

Geologic Hazard Report

Drainage Reports

Traffic Impact Analysis

Submittal of the Hydraulic Grade Line (HGL) Request Form to waterplanning@csu.org or fax to 719-668-5651 prior to submittal.

Submittal of the Wastewater Facilities Master Report to wwmasterplansubmit@csu.org prior to application submittal.

Applicant

Planner

- ☒ **Proof of Ownership** via title insurance, tax assessor's statement, or a deed. ☐
- ☒ **Ad Valorem Taxes** - proof payment via paid tax receipt, an archive report, or a certificate for ad valorem property taxes. ☐
- ☒ A copy of the **Pre-Application Meeting Summary** letter from the assigned City Planner. ☐
- ☒ 1 copy of an approved **Preliminary Plat** or **Concept**, or **Development Plan** for the proposed project. ☐
- ☒ **Utility Line Locates** provided if public easements dedicated by plat to the City are to be vacated, unless waived by Springs Utilities (refer to content requirements). ☐
- ☒ **Mineral Estate Owner Notification Certification Affidavit** (Public Hearing Items ONLY). ☐

PLAN CONTENT REQUIREMENTS: The content of the final plat must include the following information.

General Information

- ☒ Name of subdivision at the top of the sheet, followed by a subtitle identifying the Section, Township and Range along with City, County and State. ☐
- ☒ Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation. ☐
- ☒ Indication of standardized scale, both fractional and bar (i.e. 1" = 20') ☐
- ☒ North arrow ☐
- ☒ Vicinity Map (does not have to be to scale). A vicinity location necessary to locate the tract. ☐
- ☒ Date of preparation of the plat ☐
- ☒ Legal Description of the overall boundary of the subdivision with acreage. All courses on the legal shall be shown and labeled on the plat drawing. ☐
- ☒ Easement statement of standard easements as required on all, side rear and front lots lines. as well as site triangle easements. ☐
- ☒ Dedication Statements. Statements of land to be dedicated to the City for parks, playgrounds or other public uses, grants of easements and dedication of public streets and alleys to the City. ☐

All plats with public easements and/or tracts must have the dedication statement:

- ☒ *"The undersigned does hereby dedicate, grant and convey to the City of Colorado Springs those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to the City of Colorado Springs and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in the City of Colorado Springs."* ☐

- ☒ **All plats with public streets shall have the following sentence in the dedication statement:**
"All public streets are hereby dedicated to the City of Colorado Springs for public use." ☐

All plats with other tracts being dedicated to the City shall have:

- ☒ (1) A sentence in the dedication statement similar to "Tract X is hereby dedicated to the City of Colorado Springs for public use. ☐
- (2) A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (Distract Name) Special Maintenance District." ☐

- ☒ All plats with private streets shall have the following sentence as a plat note:
"All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, ect.)." ☐

- ☒ Statement of ownership and acknowledgement. The notarized signature of the owner is required. ☐

- ☒ Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required ☐

The following statement that the area included in the plat is subject to this Code as such applies to the development of the land:

- ☒ "No building permits shall be issued for building sites within this plat until all required fees have been paid and all required public and private improvements have been installed as specified by the City of Colorado Springs or alternatively until acceptable assurances including but not limited to letters of credit cash subdivision bonds or combinations thereof guaranteeing the completion of all required public improvements including, but not limited to, drainage, street and erosion control have been placed on file with the City of Colorado Springs." ☐
- ☒ Notary Statement. Acknowledgement of the execution of the plat before a notary public. ☐

Access Provisions:

- ☒ a. A Statement Restricting Access. A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval. ☐
- ☒ b. Provision of Adequate Access. Proof of adequate, suitable access must be provided and clearly indicated on the face of the plat. If access is not directly gained from public right-of-way, a separate signed and recorded easement must be provided and referenced on the face of the plat. ☐

☒ Fee block (drainage, bridge, school and park) ☐

Certificates for execution by each of the following or their duly appointed representative(s).

- ☒ a. City Engineer ☐ c. City Clerk
- b. City Planning Director ☐ d. El Paso County Clerk and Recorder

☒ Layout. The exact layout including: ☐

Boundary Lines

The subdivision boundary will be clearly distinguishable from other maplines by use of a distinct line type and/or thickness. All lines will be labeled with bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc

- ☒ length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. All dimensions to be determined by accurate field survey which must balance and close within a limit of 1 in 5,000. Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (Book and Page and/or Reception Number). ☐

Streets

All street right-of-ways defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street centerline. All street centerlines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets: ☐

- (1) Within the proposed subdivision, and
- (2) Immediately abutting the proposed subdivision, and
- (3) Any private street shall include the designation "(private)" immediately following street name; any other Private right of way that is not named shall include the designation "(private)" in a manner that clearly conveys such a status.

Easements

All easements as required by City Utilities, the City Engineer and other public and quasi-public agencies. Said easements ☒ shall be clearly labeled to include with, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary. ☐

Lots and Blocks

- ☒ All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to 1 in 5,000. ☐

Identification System

- ☒ All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter 'A'. Lots and tracts shall be labeled with the area of the lot or tract. ☐

N/A

Whenever a plat drawing spans multiple sheets, clear and well-labeled match lines and a keymap shall be included on each sheet. Labels will be of the nature 'See Sheet ___ of ___'. Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets. ☐

☒ Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc. ☐

☒ All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines. ☐

☒ Provide a legend, which designates all, lines and symbols except where called out on plat drawing. ☐

Inundation Mark:

The plat shall clearly show the 100-year flood plain line. Reference the appropriate FEMA Panel by which the location of this line has been determined.

Option 1: Property located completely outside of the 100-year floodplain:

"This property is located within Zone X (Areas determined to be outside of the 500-year floodplain) as established by FEMA per FIRM panel 08041C____ F, effective date 3/17/1997."

Option 2: Property located within the 100-year floodplain:

"A portion of this property is located within Zone AE (area located within a 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C____ F, effective date 3/17/1997."

☒

Option 3: Property located within a 100-year floodplain where a LOMR has been processed:

"A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C____ F, effective date 3/17/1997 and as modified by LOMR# 0_-08-____ P effective date DD/MM/YYYY."

☐

Option 4: Property located within 100-year floodplain where a CLOMR has been processed and lot restrictions apply until a LOMR is approved by FEMA:

"A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C____ F, effective date 3/17/1997. A CLOMR# 0_-08-____ R effective date DD/MM/YYYY is on record with the Regional Floodplain Administration. The following lots are will not be allowed building permits ("enter lot numbers") until a FEMA approved LOMR removing the properties from the 100-year floodplain is received by the Regional Floodplain Administration."

***All bold and "____" require the Applicant to insert the appropriate data for their specific site.**

☒ Book and Page and/or Reception Number for all existing and newly created easements.

☐

☒ All other information required by Colorado State law.

☐

☒ Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation.

☐

☒ Scale Bar

☐

☒ North arrow

☐

Adjacent Subdivision. Names of adjacent platted areas along with the Reception and/or PlatBook and Page Number shall be shown. If unplatted, so indicate. Existing street right-of-way that intersect the subdivision boundary or are adjacent to said

☒ boundary lines shall be clearly labeled with the street name, right-of-way width and appropriate deed or plat recording information where in said right-of-way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.

☐

Basis of Bearing. A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation

☒ defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.

☐

☒ Public Land and/or Land Reserved In Deeds. Location of land intended to be conveyed or reserved for public use or reserved in the deeds for the use of all property owners in the proposed subdivision.

☐

Monuments. All monuments used to determine and/or describe a boundary (including Basis of Bearings, Point of Beginning and

☒ Point of Commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.

☐

☒ Not a Part of Subdivision. All areas enclosed within the subdivision boundary, which do not constitute a part of the subdivision shall be labeled 'Not a part of this subdivision.' All lines pertaining to such areas shall be dashed.

☐

☒ The area in sq.ft. of all Lots and Tracts sought to be platted.

☐

☒ The following statement in compliance with Section 7.7.303.D.7. "The area included in the plat described herein is subject to the Code of the City of Colorado Springs, 2001 As Amended."

☐

☒ The final plat shall be clearly and legibly prepared by a registered land surveyor or engineer

☐

☒ Show all common ingress-egress, parking and access easements required by the development plan.

☐

☒ The proposed subdivision meet all of the requirements of Chapter 7, Section 2 through 9 of the City Code, the Public Works Design Manual and any other applicable City ordinance and resolutions.

☐

Applicant

Planner

Surveyor's Statement, which shall read:

"The undersigned Professional Land Surveyor licensed in the State of Colorado, hereby states and declares that the ☒ accompanying plat was surveyed and drawn under his/her responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his/her knowledge and belief."

N/A Closure Sheets. One (1) copy of the computer closure sheets for the entire subdivision area. Such sheets shall not be required if not more than five (5) lots in the subdivision are irregular (not rectangular) in shape. ☐

N/A Replat should include the following information:
The replat shall be identified by its own separate title. The title block of the replat shall further identify the subdivision of record of that portion of the subdivision of record which is being replatted. ☐

N/A The replat shall contain the following notice: "The approval of this replat vacates all prior plats for the area described by this replat." ☐

N/A The replat shall show graphically the "as platted" lot(s) separately on the plat drawing. The drawing shall indicate all existing easements. ☐

N/A If any existing lot line is being removed, relocated or re-orientated, any associated Easements dedicated by plat still remain unless vacated separately or as part of this request. If this easement is to be vacated as part of this request, provide the following information With the replat:
The project description letter needs to indicate that the associated lot line easement(s) or other platted easement(s) are to be vacated. Provide locates from the utility locaters, unless no water or wastewater mains exist adjacent to the area being replatted or unless CSU specifically waives the submission of locates. ☐

N/A Geologic Hazard Study disclosure statement (not required if waiver has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by _____ dated _____, which identified the following specific geologic hazard on the property: _____. A copy of said report has been placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report." ☐

☒ If within an airport overlay, the following note must be added: "The avigation easement dedicated herein for public avigation purposes, shall be considered a public easement subject to those terms and conditions as specified on the instrument recorded at reception no. 217069667 of the Records of El Paso County, Colorado. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect." ☐



MIDTOWN COLLECTION AT PATHWAYS FIL. NO. 2

August 24, 2021

PROJECT STATEMENT FINAL PLAT

Description:

Midtown Collection at Pathways Filing No. 2 is located within a portion of Section 7, Township 13 South, Range 65 West of the 6th Principal Meridian, El Paso County, Colorado. The site is located on the east side of Powers Boulevard, south of Midtown Collection at Pathways Filing No. 1, north unplatted property owned by CFN THC a religious institution and west of Templeton Gap Road. The El Paso County Assessor's Schedule Number for parcel no. 53070-00-119.

Templeton Gap Road (80' R.O.W) is adjacent along the east side of the site. The portion of this roadway adjacent to the development will be improved (west half only) to the anticipated future Tutt Blvd. extension roadway section (modified type 1 principal arterial – striped median).

The site was recently annexed into the City of Colorado Springs (Ord. No. 19-66) and zoned PUD/OA (Ord. No. 19-67) Mixed Use Commercial, Residential and Religious Institution on a total of 43.72 acres. Midtown Collection at Pathways Filing No. 2 residential plat contains 4.134 acres with 30 small lot PUD single family units proposed.

Justification:

The proposed residential development is consistent with the Pathways, Small Lot PUD Development Plan (City File No. AR PUD 19-897, AR PUD 19-00897-MM01).

In general, the property is well suited for the proposed development based upon proximity of existing transportation, utility and drainage infrastructure. Some level of adjacent utility, roadway and drainage extensions will be required to service the property as well as complete adherence to all current required stormwater criteria.

Issues List:

No significant issues were raised during the pre-application meeting held.

We respectfully request your approval on the above item.



JOB NO. 1247.20-01
AUGUST 24, 2021
PAGE 1 OF 1

619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

LEGAL DESCRIPTION: MIDTOWN COLLECTION AT PATHWAYS FILING NO. 2

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 5 REBAR AND 1-1/2 ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH A RED PLASTIC SURVEYORS CAP STAMPED "PLS 19586" IS ASSUMED TO BEAR S82°42'29"E, A DISTANCE OF 1572.62 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF TUTT BOULEVARD AS PLATTED IN TUSCANY PLAZA SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. 209712964, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1 RECORDED UNDER RECEPTION NO. 221714684;

THENCE S21°12'13"W, A DISTANCE OF 477.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1, SAID POINT BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S29°56'56"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID TEMPLETON GAP ROAD, A DISTANCE OF 382.61 FEET;

THENCE N15°00'41"W, A DISTANCE OF 54.49 FEET;

THENCE N59°58'18"W, A DISTANCE OF 99.20 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 22°44'11", A RADIUS OF 270.00 FEET AND A DISTANCE OF 107.14 FEET TO A POINT OF TANGENT;

THENCE N82°42'29"W, A DISTANCE OF 208.83 FEET;

THENCE N07°17'31"E, A DISTANCE OF 343.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1;

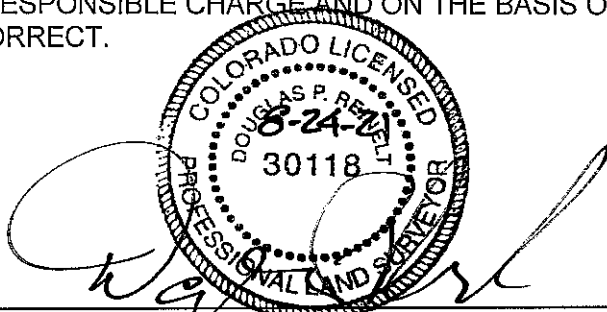
THENCE ON THE SOUTHERLY BOUNDARY OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO.1 THE FOLLOWING FIVE (5) COURSES:

1. S82°42'29"E, A DISTANCE OF 239.00 FEET;
2. S81°59'28"E, A DISTANCE OF 52.23 FEET;
3. S66°19'56"E, A DISTANCE OF 74.50 FEET;
4. S77°23'00"E, A DISTANCE OF 30.00 FEET;
5. S60°03'04"E, A DISTANCE OF 195.24 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4.134 ACRES.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING,
ENGINEERS AND SURVEYORS, LLC.

August 24, 2021
DATE

Schedule # 5307000119 was not found. If you feel this message is in error, please contact the Treasurer's office.

Please Note: This web page is best viewed in Compatibility View.

Disclaimer: We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Treasurer's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please contact the Treasurer's office.

For any questions, please contact the Treasurer's Office at: **(719) 520-7900** or email to: **trsweb@elpasoco.com**

PARCEL CREATED AFTER PLATTING OF
MIDTOWN COLLECTION AT PATHWAYS FIL NO 1
AND FOURSQUARE COLLECTION AT PATHWAYS
FIL NO IN FEBRUARY 2021.
NO TAXES ARE DUE AND PAYABLE AT
THIS TIME.

EL PASO COUNTY - COLORADO5307000119
6710 TEMPLETON GAP RDTotal Market Value
\$1,084,644**OVERVIEW**

Owner:	ELITE PROPERTIES OF AMERICA INC
Mailing Address:	2138 FLYING HORSE CLUB DR COLORADO SPRINGS CO, 80921
Location:	6710 TEMPLETON GAP RD
Tax Status:	Taxable
Zoning:	AO
Plat No:	-
Legal Description:	A TR OF LAND BEING IN THE SW4 OF SEC 7-13-65 DESC AS FOLS: BEG AT THE SWLY COR OF TUTT BLVD AS PLATTED IN TUSCANY PLAZA SUB FIL NO 1 AT REC #209712964, TH S82-42-29E 5.35 FT, TH ALG THE ARC OF A CUR TO THE R HAVING A RAD OF 651.50 FT, A C/A OF 24-39-43, AN ARC DIST OF 280.43 FT, WHOSE CENTER BEARS N84-40-50W, TH S29-58-53W 54.82 FT, TH S60-01-07E 8.45 FT, TH S29-56-56W 530.07 FT, TH N15-00-41W 54.49 FT, TH N59-58-18W 99.20 FT, TH ALG THE ARC OF A CUR TO THE L HAVING A RAD OF 270.00 FT, A C/A OF 22-44-11, AND AN ARC DIST OF 107.14 FT, TH N82-42-29W 208.83 FT, TH N07-17-31E 70.00 FT, TH N82-42-29W 769.10 FT, TH N02-34-52W 152.74 FT, TH N00-02-06W 119.84 FT, TH ALG THE ARC OF A CUR TO THE L HAVING A RAD OF 2575.00 FT, A C/A OF 06-45-03, AN ARC DIST OF 303.40 FT, WHOSE CENTER BEARS S89-51-09W, TH N06-49-43W 72.00 FT, TH S82-42-29E 1572.62 FT TO POB EX THAT PT PLATTED TO MIDTOWN COLLECTION AT PATHWAYS FIL NO 1, EX THAT PT PLATTED TO FOURSQUARE COLLECTION AT PATHWAYS FIL NO 1

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$1,084,644	\$314,550
Improvement	\$0	\$0
Total	\$1,084,644	\$314,550

No buildings to show.

LAND DETAILS

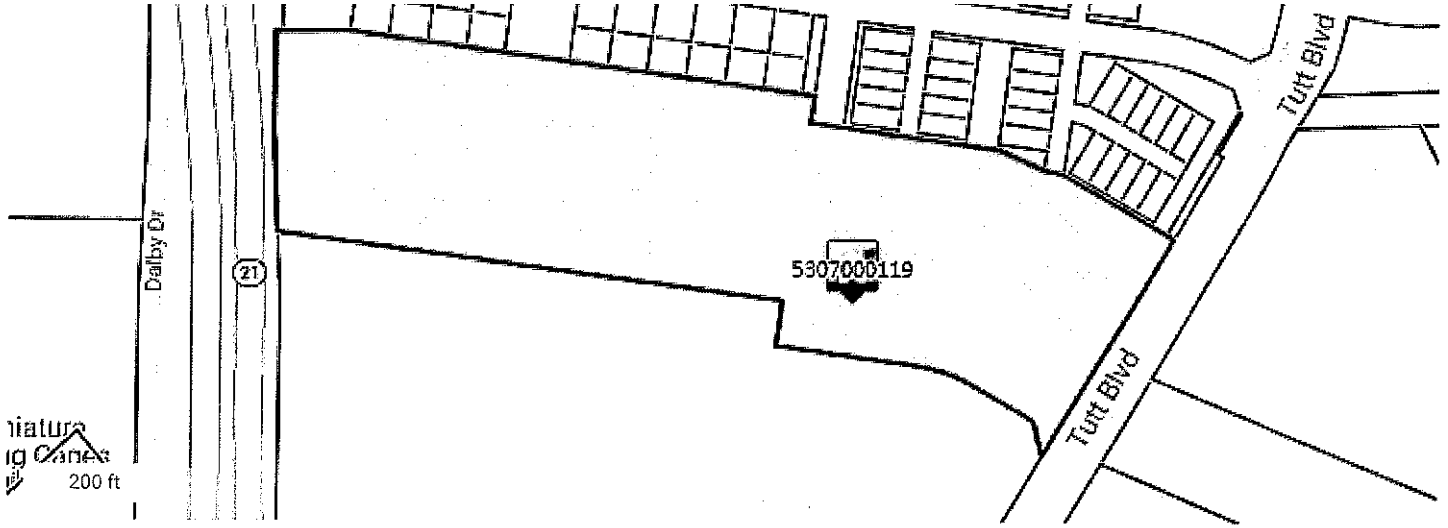
Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT LAND = 5 AND < 10 ACRES	29.000	9.96 Acres	\$1,084,644

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **SBM** Levy Year: **2020** Mill Levy: **60.182**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.755	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
CITY OF COLORADO SPRINGS	4.279	CITY OF CS-CFO	(719) 385-5224
EPC-COLORADO SPGS ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
EL PASO COUNTY SCHOOL NO 49	43.021	BRETT RIDGWAY	(719) 495-1130
PIKES PEAK LIBRARY	3.855	MIKE VARNET	(719) 531-6333
SOUTHEASTERN COLO WATER CONSERVANCY	0.942	JAMES BRODERICK	(719) 948-2400



No Photo Available



Disclaimer

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Capstone Title
5555 Tech Center Drive, Suite 120
Colorado Springs, CO 80919
(719) 228-1060 Phone
Fax

AGENT FOR: Stewart Title Guaranty Company

DATE: August 27, 2021
ORDER NO.: 212684
PROPERTY ADDRESS: .VACANT - LAND, COLORADO SPRINGS, CO 80923
SCHEDULE NO.: 5307000119
BUYER/BORROWER: ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION
SELLER: ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

ELITE PROPERTIES OF AMERICA, INC., A
COLORADO CORPORATION
2138 FLYING HORSE DRIVE
COLORADO SPRINGS, CO 80921
ATTN: JIM BOULTON
ATTN: AUSTIN LENZ

CLASSIC CONSULTING ENGINEERS AND
SURVEYORS
619 N. CASCADE AVENUE, SUITE 200
COLORADO SPRINGS, CO 80903
ATTN: DOUGLAS P. REINELT
ATTN: MARC WHORTON
ATTN: KYLE CAMPBELL

SPECIAL INSTRUCTIONS:

CLOSING QUESTIONS:

TITLE QUESTIONS: Tom Wilcox
tom.wilcox@capstonetitleco.com

ENCLOSED PLEASE FIND THE FOLLOWING IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. THANK YOU.

<input checked="" type="checkbox"/> Commitment	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Identity Affidavit
<input type="checkbox"/> Endorsement	<input type="checkbox"/> Final Affidavit
<input type="checkbox"/> Plat and Covenants	<input checked="" type="checkbox"/> Other LINKED EXCEPTIONS

WIRE INSTRUCTIONS ATTACHED



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature



CBST Escrow, LLC
5555 Tech Center Drive
Suite 120
Colorado Springs, CO 80919
(719) 228-1060

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No. 212684

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3



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, this 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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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File No. 212684

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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>>.

STEWART TITLE GUARANTY COMPANY

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 77252-2029.

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File No. 212684

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: CBST Escrow, LLC
Issuing Office: 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919
Issuing Office's ALTA® Registry ID:
Loan ID Number: N/A
Commitment Number: 212684
Issuing Office File Number: 212684
Property Address: .VACANT - LAND, COLORADO SPRINGS, CO 80923
Revision Number:

1. **Commitment Date:** August 24, 2021 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$5,000.00

Proposed Insured: ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION

(b) ALTA Loan Policy	Premium: \$500.00
Proposed Insured:	

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

ELITE PROPERTIES OF AMERICA, INC., A COLORADO CORPORATION

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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



Authorized Countersignature

INFORMATIONAL REPORT	\$500.00
----------------------	----------

TOTAL	\$500.00
--------------	-----------------

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File No. 212684

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A
SCHEDULE A**

LEGAL DESCRIPTION

LEGAL DESCRIPTION: MIDTOWN COLLECTION AT PATHWAYS FILING NO. 2

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 5 REBAR AND 1-1/2 ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH A RED PLASTIC SURVEYORS CAP STAMPED "PLS 19586" IS ASSUMED TO BEAR S82°42'29"E, A DISTANCE OF 1572.62 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO THE SOUTHWESTERLY CORNER OF TUTT BOULEVARD AS PLATTED IN TUSCANY PLAZA SUBDIVISION FILING NO. 1 RECORDED UNDER RECEPTION NO. 209712964, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1 RECORDED UNDER RECEPTION NO. 221714684;

THENCE S21°12'13"W, A DISTANCE OF 477.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1, SAID POINT BEING ALSO ON THE WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S29°56'56"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID TEMPLETON GAP ROAD, A DISTANCE OF 382.61 FEET;

THENCE N15°00'41"W, A DISTANCE OF 54.49 FEET;

THENCE N59°58'18"W, A DISTANCE OF 99.20 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 22°44'11", A RADIUS OF 270.00 FEET AND A DISTANCE OF 107.14 FEET TO A POINT OF TANGENT;

THENCE N82°42'29"W, A DISTANCE OF 208.83 FEET;

THENCE N07°17'31"E, A DISTANCE OF 343.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1;

THENCE ON THE SOUTHERLY BOUNDARY OF SAID MIDTOWN COLLECTION AT PATHWAYS FILING NO.1 THE FOLLOWING FIVE (5) COURSES:

1. S82°42'29"E, A DISTANCE OF 239.00 FEET;
2. S81°59'28"E, A DISTANCE OF 52.23 FEET;
3. S66°19'56"E, A DISTANCE OF 74.50 FEET;

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File No. 212684

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 4



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

4. S77°23'00"E, A DISTANCE OF 30.00 FEET;
5. S60°03'04"E, A DISTANCE OF 195.24 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: FOURSQUARE COLLECTION AT PATHWAYS FILING NO. 2

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 5 REBAR AND 1-1/2 ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH A RED PLASTIC SURVEYORS CAP STAMPED "PLS 19586" IS ASSUMED TO BEAR S82°42'29"E, A DISTANCE OF 1572.62 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DEPICTED ON A LAND SURVEY PLAT DEPOSITED UNDER RECEPTION NO. 211900097 RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO THE NORTHWESTERLY CORNER OF FOURSQUARE COLLECTION AT PATHWAYS FILING NO. 1 RECORDED UNDER RECEPTION NO. 221714696 SAID POINT BEING ALSO ON THE EASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD RECORDED IN BOOK 5462 AT PAGE 582;

THENCE S06°49'43"E, ON THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN SAID FOURSQUARE COLLECTION AT PATHWAYS FILING NO. 1, AND THE EASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD A DISTANCE OF 72.00 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID TRACT A AND THE EASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD;

THENCE ON THE WESTERLY BOUNDARY OF SAID TRACT A AND THE EASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S83°06'06"W, HAVING A DELTA OF 06°02'47", A RADIUS OF 2575.00 FEET AND A DISTANCE OF 271.74 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY BOUNDARY OF SAID TRACT A, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY BOUNDARY OF SAID FOURSQUARE COLLECTION AT PATHWAYS FILING NO. 1 THE FOLLOWING TWO (2) COURSES:

1. N89°08'53"E, A DISTANCE OF 100.89 FEET;
2. S82°42'29"E, A DISTANCE OF 715.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE COOL BREEZE DRIVE AS PLATTED IN MIDTOWN COLLECTION AT PATHWAYS FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 221714684;

THENCE S07°17'31"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID COOL BREEZE DRIVE, A DISTANCE OF 42.00 FEET;
CONTINUING S07°17'31"W, A DISTANCE OF 273.00 FEET;

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File No. 212684

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE N82°42'29"W, A DISTANCE OF 769.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID POWERS BOULEVARD;

THENCE ON THE EASTERLY RIGHT OF WAY LINE OF SAID POWERS BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N02°34'52"W, A DISTANCE OF 152.74 FEET;
2. N00°02'06"W, A DISTANCE OF 119.84 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S89°51'09"W, HAVING A DELTA OF 00°42'17", A RADIUS OF 2575.00 FEET AND A DISTANCE OF 31.67 FEET TO A POINT ON CURVE SAID POINT BEING THE POINT OF BEGINNING.

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 212684

All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. **NOTE:** This commitment is issued for informational purposes only and is subject to further Requirements and/or Exceptions upon disclosure to the Company of the proposed insured. Liability is limited to the amount paid for this report.

NOTE FOR INFORMATIONAL PURPOSES ONLY: The current Vesting Deed was recorded December 17, 2020 at Reception No. [220206222](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 212684

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 212684

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (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, assessments and unredeemed tax sales..
9. All grantors interest in all oil, gas and other mineral rights, as reserved in the Deed recorded November 7, 1957 in [Book 1654 at Page 328](#) and evidenced by Deed of Distribution recorded September 6, 2013 at Reception No. [213114478](#), and any interests therein or rights thereunder.
10. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded August 25, 1967 in [Book 2195 at Page 512](#).
11. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 96-40 recorded March 7, 1996 in [Book 6836 at Page 834](#).
12. Access restrictions contained in Warranty Deed recorded October 27, 2004 at Reception No. [204178194](#).

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

13. Terms, agreements, provisions, conditions and obligations as contained in Slope Easement recorded October 27, 2004 at Reception No. [204178195](#).
14. Terms, agreements, provisions, conditions, obligations and easements as contained in Terms and Conditions for Surface and Overhead Avigation Easements Granted by Plat or Reserved by Ordinance recorded June 15, 2017 at Reception No. [217069667](#).
15. Terms, agreements, provisions, conditions and obligations as contained in El Paso County Resolution No. 19-348 Resolution to Approve Acceptance of an Annexation Impact Report From the City of Colorado Springs on Behalf of the CFN THC Inc. recorded September 11, 2019 at Reception No. [219109883](#) and re-recorded September 12, 2019 at Reception No. [219110321](#).
16. Terms, agreements, provisions, conditions and obligations as contained in Church For All Nations Annexation No. 1 Annexation Agreement recorded January 02, 2020 at Reception No. [220000430](#). Ordinance No. 19-66 An Ordinance Annexing to the City of Colorado Springs That Area Sometimes Known as the Church For All Nations Annexation in conjunction therewith recorded January 02, 2020 at Reception No. [220000429](#). Annexation Plat of Church For All Nations Annexation No. 1 in conjunction therewith recorded January 02, 2020 at Reception No. [220714444](#). Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater Church For All Nations Addition No. 1 Annexation in conjunction therewith recorded January 02, 2020 at Reception No. [220000431](#).
17. Covenants, conditions and restrictions contained in Declaration of Covenants, Conditions, Restrictions and Easements for Midtown Collection at Pathways recorded October 30, 2020 at Reception No. [220174442](#) and re-recorded March 01, 2021 at Reception No. [221038847](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. **NOTE:** The subject property is a portion of the Expansion Property set forth on Exhibit B therein.
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Easement Agreement recorded November 10, 2020 at Reception No. [220182409](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Easement Agreement recorded November 20, 2020 at Reception No. [220189773](#).
20. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded December 03, 2020 at Reception No. [220196807](#).
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Permanent Municipal Drainage Improvement Easement recorded December 15, 2020 at Reception No. [220204448](#).
22. Covenants, conditions and restrictions contained in Declaration of Covenants, Conditions, Restrictions and Easements for Foursquare Collection at Pathways recorded February 23, 2021 at Reception No. [221035480](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. **NOTE:** The subject property is a portion of the Expansion Property set forth on Exhibit B therein.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 212684

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

23. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Easement Agreement recorded May 11, 2021 at Reception No. [221092898](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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DISCLOSURES

File No.: 212684

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

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

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

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

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

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

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

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

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

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

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

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

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Capstone Title DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Capstone Title, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Capstone Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Capstone Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Capstone Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Capstone Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Capstone Title, 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: September 8, 2021
Planner: Katie Carleo
Planner email: Katie.Carleo@coloradosprings.gov
Planner phone number: (719) 385-5060
Applicant Email: dreinelt@classicconsulting.net
Applicant Name: Doug Reinelt
Owner: Elite Properties of America, Joe Boulton – jboulton@classichomes.com
TSN: 5307000119
Site Address (to be used on postcard): N/A

PROJECT: MIDTOWN COLLECTION AT PATHWAYS FILING NO. 2

<input type="checkbox"/>	Pre-application Notice	<input checked="" type="checkbox"/>	Standard Notification
<input type="checkbox"/>	Pre-application Neighborhood Meeting Notice	<input type="checkbox"/>	Standard with Neighborhood Meeting Notice
<input type="checkbox"/>	No notice	<input type="checkbox"/>	Poster only

PUBLIC NOTICE:

☐ 150 feet ☐ 500 feet ☒ 1,000 feet ☐ Modified (attach modified buffer) ☐ No public notice

PROJECT BLURB

Provide a project blurb for each application type, adjust language as needed. Note code sections where applicable for variances.

Final Plat

Request by Elite Properties of America – Joe Boulton, with representation by Classic Consulting – Doug Reinelt, for approval of the Midtown Collection at Pathways Filing No. 2 final subdivision plat. If approved the proposed application would establish 30 fee simple lots with supporting platted areas for infrastructure. The site is zone PUD (Planned Unit Development, Ord. 19-67) consisting of 5.72 acres located southwest of Tutt Boulevard and Spring Breeze Drive.

POSTCARD

Include 3-5 highlighted points to best describe the project.

- Proposed subdivision plat for Midtown Collections at Pathways Filing No. 2
- Establishment of 30 fee simple single-family lots

POSTER

Fill out applicable information below:

What type of project is proposed? (large bold letters on poster, approx. 35 characters):

Proposed Midtown Collections at Pathways Filing No. 2 subdivision plat in alignment with approved Pathways development plan.

Planning and Development Distribution Form
Preliminary Plat, Final Plat, Preliminary & Final Plat

Planner Intake Date: **9/8/2021**

Admin Receive Date: **[9/8/21]**

Project Name: **MIDTOWN COLLECTION AT PATHWAYS FILING NO. 2**

1. PUBLIC NOTICE: (see Project Blurb to establish noticing parameters)

2. Date buckslip comments are due (21 calendar days after submittal): **9/29/2021**

3. HOA: N/A

4. STANDARD DISTRIBUTION:

☒ Include all standard distribution recipients (either check here or individually check boxes below)

ID#	Division Name	Email/Distribution Notes
3	<input type="checkbox"/> CONO	rdavis@cscono.org landusenotice@cscono.org
85	<input type="checkbox"/> Utilities Development Services	Buckslips@csu.org
9	<input type="checkbox"/> Fire Department	CSFDDDevelopmentSMB@coloradosprings.gov
24	<input type="checkbox"/> SWENT / EDRD	development.review@coloradosprings.gov
17	<input type="checkbox"/> Cory Sharp, Land Surveyor	Cory.Sharp@coloradosprings.gov
66	<input type="checkbox"/> Real Estate Services	Barbara.Reinardy@coloradosprings.gov
14	<input type="checkbox"/> Lois Ruggera Candy Fontecchio	Lois.Ruggera@coloradosprings.gov Candy.Fontecchio@coloradosprings.gov
19	<input type="checkbox"/> Century Link	Patti.Moore@CenturyLink.com Bea.Romero@centurylink.com Melissa.Spencer@centurylink.com
77	<input type="checkbox"/> CSU Customer Contract Administration	Buckslips@csu.org
11	<input type="checkbox"/> IT GIS	Bootsy.Jones@coloradosprings.gov
13	<input type="checkbox"/> Parks & Recreation	Britt.Haley@coloradosprings.gov Constance.Schmeisser@coloradosprings.gov Emily.Duncan@coloradosprings.gov
23	<input type="checkbox"/> Enumerations	addressing@pprbd.org
29	<input type="checkbox"/> Flood Plain	Keith@pprbd.org

98	<input type="checkbox"/> USPS	Elaine.f.kelly@usps.gov
45	<input type="checkbox"/> Zaker Alazzeah, Traffic – School Safety	development.review@coloradosprings.gov
65	<input type="checkbox"/> Zaker Alazzeah, Traffic Eng	development.review@coloradosprings.gov
48	<input type="checkbox"/> Street Division	Corey.Rivera@coloradosprings.gov Cole.Platt@coloradosprings.gov
60	<input type="checkbox"/> Transit	Roger.Austin@coloradosprings.gov
25	<input type="checkbox"/> County Health Department	catherinemcgarvy@elpasoco.com
30	<input type="checkbox"/> Comcast	Jason_Jacobsen@comcast.com DENNIS_LONGWELL@comcast.com WSTMWR_MDSubmissions@comcast.com
92	<input type="checkbox"/> Forestry	Jeff.Cooper@coloradosprings.gov
56	<input type="checkbox"/> PlanCOS	PlanCOS@coloradosprings.gov

5. SCHOOL DISTRICT:

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	sbecker@hsd2.org
68	<input type="checkbox"/> School District # 3	gishd@wsd3.org
37	<input type="checkbox"/> School District # 11	TERRY.SEAMAN@d11.org JOSH.CHISM@d11.org
38	<input type="checkbox"/> School District # 12	dpeak@cmsd12.org
39	<input type="checkbox"/> School District # 20	tom.gregory@asd20.org
69	<input type="checkbox"/> School District # 22	chrissmith@esd22.org
41	<input checked="" type="checkbox"/> School District # 49	mandrews@d49.org

6. MILITARY INSTALLATION (if within 2 mile buffer):

ID#	Division Name	Email/Distribution Notes
	<input checked="" type="checkbox"/> None	
84	<input type="checkbox"/> Fort Carson	john.j.sanders71.civ@mail.mil thomas.j.wiersma.civ@mail.mil
46	<input type="checkbox"/> NORAD	Michael.kozak.2@us.af.mil

		Michael.Shafer.4@us.af.mil joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil
26	<input type="checkbox"/> USAFA	corine.weiss@us.af.mil craig.johnson.35.ctr@us.af.mil steven.westbay.ctr@us.af.mil elizabeth.dukes.3.ctr@us.af.mil 10CES.CENP.USAFADREVIEWGRP@us.af.mil
75	<input type="checkbox"/> Peterson	PAEK, AYOKA B GS-12 USSF AFSPC 21 CES/CENB <ayoka.paek@spaceforce.mil> Joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil

7. OPTIONAL DISTRIBUTION (Depending on Location of Site):

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
59	<input type="checkbox"/> StratusIQ – AKA Falcon Broadband	jlandis@stratusiq.com tking@stratusiq.com cotrin@stratusiq.com BLR & Flying Horse (ONLY)
27	<input type="checkbox"/> CDOT (adjacent to CDOT ROW)	Valerie.vigil@state.co.us
34	<input type="checkbox"/> Colorado Geological Survey	cgs_lur@mines.edu
33	<input type="checkbox"/> SECWCD, Garrett Markus	garrett@secwcd.com
18	<input type="checkbox"/> Streamside Area Overlay	Tasha.Brackin@coloradosprings.gov
15	<input type="checkbox"/> Hillside Overlay	Kerri.Schott@coloradosprings.gov
20	<input checked="" type="checkbox"/> Airport	Kandrews@coloradosprings.gov Patrick.Bowman@coloradosprings.gov
63	<input checked="" type="checkbox"/> El Paso County Dev. Services Division	NinaRuiz@elpasoco.com Review of Plans within ½ mile of a County/City Border
43	<input type="checkbox"/> Wescott Fire District (adjacent only)	admin@wescottfire.org
71	<input type="checkbox"/> Falcon Fire Protection District	tharwig@falconfire.org

72	<input type="checkbox"/> Black Forest Fire Protection District	chief@bffire.org
81	<input type="checkbox"/> Broadmoor Fire Protection District	chief@broadmoorfire.com noalsperran@gmail.com
80	<input type="checkbox"/> CSURA – Urban Renewal	Jariah.Walker@coloradosprings.gov
5	<input type="checkbox"/> Metro District	Metro District Email
65	<input type="checkbox"/> Kate Brady, Bike Planning, Traffic	Kate.Brady@coloradosprings.gov
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	mwood@uccs.edu
49	<input type="checkbox"/> Bob Cope & Sherry Hoffman, Economic Development	Bob.Cope@coloradosprings.gov Sherry.Hoffman@coloradosprings.gov

8. LAND USE REVIEW:

Hard Copy Full sized plans

<input checked="" type="checkbox"/> Planner	Traffic Report, Drainage Report, Geo-Hazard Report
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Special notes or instructions: