

EL PASO COUNTY



Receipt for Fees Paid

Planning and Community Development Department

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

Date 8/2/18

Receipt No. 521540

Processed by BG

Customer: COVINGTON HOMES, LLC
13725 STRUTHERS SUITE 201
COLORADO PRING, CO
80921

Check No. 7800

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
2	PROJECT NAME: ACADEMY VILLAGE FIL 3					0.00
K28	Mylar Pages (each page)			13.00	1	13.00
K39	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K40	SIA Subdivision Improvement Agreement (each additional page)			5.00	9	45.00
K20	Detention Pond Maintenance Agreement (1st page)			13.00	1	13.00
K21	Detention Pond Maintenance Agreement (each additional)			5.00	41	205.00
K02	Bridge Fees, Basin =			232.42		232.42
K04	Drainage Fees, Basin= BLACK FOREST			8,536.22		8,536.22

Total \$9,057.64

Land Title Guarantee Company
CUSTOMER DISTRIBUTION

Date: August 01, 2018

Our Order Number: RND55069594

Property Address:13725 STRUTHERS RD (72014-01-004), COLORADO SPRINGS, CO 80921

TRANSPORTATION RESOURCE SERVICES

Attn: ELIZABETH TAYLOR

2850 SERENDIPITY CIRCLE WEST

SUITE 200

COLORADO SPRINGS, CO 80917

elizabeth.taylor@trscorp.us

If you have any inquiries or require further assistance, please contact

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records": those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- (a) The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

(a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because

of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

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 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration


Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

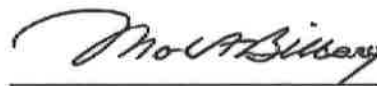
This anti-fraud statement is affixed and made a part of this policy.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E 1ST AVE #600
DENVER, CO 80206
303-850-4165

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


John E. Freyer, Jr., President




Mark Bilbrey, President


Rande Yeager, Secretary

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND 55069594

Policy Number: PIB55069594.2588653

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
a Corporation, herein called the Company,**

GUARANTEES

THE COUNTY OF EL PASO, STATE OF COLORADO

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of July 28, 2018 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

NBH BANK, SUCESSOR BY MERGER WITH PN BANK, FORMERLY KNOWN AS PEOPLES NATIONAL BANK LEADVILLE, FORMERLY KNOWN AS PEOPLES NATIONAL BANK, FORMERLY KNOWN AS PEOPLES NATIONAL BANK COLORADO

2. The estate or interest in the land hereinafter described or referred to covered by this Binder is:

A FEE SIMPLE

3. The land referred to in this Binder is situated in the State of Colorado, County of El Paso, described as follows:

LOT 4, ACADEMY VILLAGE FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

4. The following documents affect the land:

1) THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE DONALA WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 30, 1973 IN BOOK 2618 AT PAGE 373.

2) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED DECEMBER 19, 1996 UNDER RECEPTION NO. 96156158.

3) THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE STRUTHERS ROAD LOCAL

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

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IMPROVEMENT DISTRICT 1997-1, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 4, 1997 UNDER RECEPTION NO. 97102655, SEPTEMBER 15, 1998, UNDER RECEPTION NO. 98133275 AND OCTOBER 19, 1998 UNDER RECEPTION NO. 98151193. DECLARATION OF COVENANT, CONDITION AND RESTRICTION FOR STRUTHERS ROAD LOCAL IMPROVEMENT DISTRICT 1997-1 IN CONNECTION THEREWITH RECORDED JULY 24, 1998 UNDER RECEPTION NO. 98103455.

4) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ACADEMY VILLAGE FILING NO. 2. RECORDED AUGUST 20, 1999 UNDER RECEPTION NO. 99133453. RESOLUTION NO. 99-281 IN CONNECTION WITH SAID PLAT RECORDED JUNE 23, 2000 UNDER RECEPTION NO. 200073011.

5) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 20, 1999 UNDER RECEPTION NO. 99133455.

6) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MAINTENANCE AGREEMENT RECORDED AUGUST 20, 1999 UNDER RECEPTION NO. 99133456 AND JANUARY 7, 2000 UNDER RECEPTION NO. 200002172.

7) RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED NOVEMBER 29, 1999, UNDER RECEPTION NO. 99179599.

8) EXISTING LEASES AND TENANCIES, IF ANY.

9) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 18-238 APPROVAL OF VACATION AND REPLAT RECORDED JUNE 12, 2018 UNDER RECEPTION NO. 67227.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$125 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

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

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

Schedule (Account) No: 72014-01-004

2017 TAXES PAYABLE 2018

Owner Per Tax Record: PEOPLES NATIONAL BANK COLORADO

Property Type: Real Estate

Property Location: 13725 STRUTHERS RD

Property Description: LOT 4 ACADEMY VILLAGE FIL NO 2

Alerts:

RELATED SCHEDULE NUMBERS:
45013
115751

Assessed Value		
Land	\$	194320
Improvement	\$	190960
TOTAL	\$	385280

<u>Tax District: JBZ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2941.61
EPC ROAD & BRIDGE (UNSHARED)	0.000330	127.14
ACADEMY SCHOOL NO 20 - GEN	0.044468	17132.63
ACADEMY SCHOOL NO 20 - BOND	0.015748	6067.39
* PIKES PEAK LIBRARY	0.003812	1468.69
DONALD WESCOTT FIRE PROTECTION	0.007000	2696.96
DONALA WATER & SANITATION AREA A	0.021296	8204.92
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	0.014900	5740.67
TOTAL	0.115189	44380.01

*Temporary tax rate reduction/tax credit

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

Balance due on 2017 taxes: 0.00

Amount due valid through AUGUST 31st, 2018 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 01st day of AUGUST A.D. 2018

Issued to: epc\trstroup
NBH BANK
Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180801 42832

By: 