



# 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 11/15/18

Receipt No. 521827

Customer: SILVERADO RANCH INC  
18911 CHERRY SPRINGS RANCH DR  
MONUMENT, CO 80132

Processed by PR

Check No. 1272

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K06	Regional, Area = 4			4,070.00	1	4,070.00
K07	School Fees, School District=			1,850.00	1	1,850.00
K28	Mylar Pages (each page)			13.00	2	26.00
K39	SIA Subdivision Improvement Agreement (1st page)			13.00	1	13.00
K40	SIA Subdivision Improvement Agreement (each additional page)			5.00	11	55.00
K20	Detention Pond Maintenance Agreement (1st page)			13.00	1	13.00
K21	Detention Pond Maintenance Agreement (each additional)			5.00	7	35.00
K45	Development Agreements (1st page)			13.00	1	13.00
K46	Development Agreements (each additional)			5.00	2	10.00
K18	Covenants (1st page) Water Deed Form Covenants CCR			13.00	1	13.00
2	PROJECT NAME: SILVERADO RANCH FIL NO 1 SF18011					0.00
1	CUSTOMER NAME: SILVERADO RANCH INC					0.00

**Total \$6,098.00**

**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:** 35000-00-082

**2017 TAXES PAYABLE 2018**

**Owner Per Tax Record:** SILVERADO RANCH INC

**Property Type:** Real  
**Property Location:** 20045 DRENNAN RD  
**Property Description:** N2 SEC 16-15-63

Alerts:

<u>Assessed Value</u>	
Land \$	17200
Imp. \$	0
Other \$	0
<b>TOTAL \$</b>	<b>17200</b>

<u>Tax District:</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	131.32
EPC ROAD & BRIDGE (UNSHARED)	0.000330	5.68
ELLCOTT SCHOOL NO 22 - GEN	0.027011	464.59
ELLCOTT SCHOOL NO 22 - BOND	0.010000	172.00
* PIKES PEAK LIBRARY	0.003812	65.57
ELLCOTT FIRE PROTECTION	0.009515	163.66
* UPPER BLK SQUIRREL CRK GROUND WATER	0.001065	18.32
 <b>*TEMPORARY TAX RATE REDUCTION/TAX CREDIT</b>		
<b>TOTAL</b>	<b>0.059368</b>	<b>1021.14</b>
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**      OCTOBER 19th, 2018:      \$ \_\_\_\_\_ 0.00

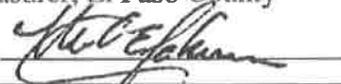
**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 18th day of OCTOBER A.D. 2018

**Issued to:**      STAN SEARLE FOR SILVERADO RANCH

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

CFC - 20181018 5480103

**By:** 



# FIDELITY

NATIONAL TITLE COMPANY

1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920  
Phone: (719) 590-1711  
Fax: (719) 531-5864

DATE: October 17, 2018

FILE NUMBER: 570-F0570738-370-CSG, Amendment No. 2

PROPERTY ADDRESS: 631516, Ellicott, CO 80103

BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

OWNER(S): Silverado Ranch, Inc.

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended effective date and added exception 27, 28, 29 and 30

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.**

TO: Fidelity National Title Company  
1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920

ATTN: Christina Sabin  
PHONE: (719) 590-1711  
FAX: (719) 531-5864  
E-MAIL: csabin@fnf.com

TO: Silverado Ranch, Inc.

ATTN:  
PHONE:  
FAX:  
E-MAIL: Delivered via email

TO: Colorado Springs  
1277 Kelly Johnson Blvd # 100  
Colorado Springs, CO 80920

ATTN: Christina Sabin  
PHONE: (719) 590-1711  
FAX: (719) 531-5864  
E-MAIL: csabin@fnf.com

END OF TRANSMITTAL

**Fidelity National Title Insurance Company**  
**COMMITMENT**  
**SCHEDULE A**

**Commitment No:** 570-F0570738-370-CSG, Amendment No. 2

**1. Effective Date:** October 11, 2018 at 7:00 A.M.

**2. Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06 Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	\$0.00
(b) None	\$0.00

\$

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

A Fee Simple

**4. Title to the estate or interest in the land is at the Effective Date vested in:**

Silverado Ranch, Inc., a Colorado Corporation

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

See Attached Legal Description

(for informational purposes only) 631516, Ellicott, CO 80103

**PREMIUMS:**

**To Be Determined Commitment: \$100.00**

**1 Add Hour: \$125.00**

## Attached Legal Description

The North One-Half of Section 16, Township 15 South, Range 63 West of 6<sup>th</sup> P.M.,  
County of El Paso,  
State of Colorado

**SCHEDULE B – Section 1  
Requirements**

**The following requirements must be met:**

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Silverado Ranch, Inc., a Colorado Corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- h. Recordation of Statement of Authority for Silverado Ranch, Inc., a Colorado corporation pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- i. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- j. This commitment is subject to such further exceptions and/or requirements as may appear necessary when the name of the proposed insured has been disclosed.
- k. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

1. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

END OF REQUIREMENTS

**SCHEDULE B – Section 2**

**Exceptions**

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:**

- 1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachments, encumbrances, 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 Public Records.
- 4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

- 6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
- 7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

- 8. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines.

Dated: October 3, 1887  
 Recording Date: October 3, 1887  
 Recording No.: Road [Book A, Page 78](#)

- 9. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded on January 13, 1919 in [Book 290 at Page 166](#).

- 10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The Mountain View Electric Association  
 Purpose: electrical transmission lines  
 Recording Date: April 3, 1967  
 Recording No: [Book 2174 Page 658](#)



11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The El Paso County Mutual Telephone Company  
Purpose: transmission of electrical energy and telephone lines  
Recording Date: April 5, 1971  
Recording No: [Book 2399 at page 662](#)

12. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Black Squirrel Soil Conservation District, as evidenced by instrument(s) recorded October 5, 1972 at [Book 2529 Page 526](#).

13. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Ellicott Metropolitan District, as evidenced by instrument(s) recorded February 11, 1997 at [Reception No. 97015577](#).

14. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order as set forth below:

Recording Date: January 17, 2003  
Recording No.: [Reception No. 203012865](#)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Cherokee Metropolitan District  
Purpose: water transmission main and pipeline  
Recording Date: April 18, 2005  
Recording No: [Reception No. 205054353](#)

16. Terms, conditions, provisions, agreements and obligations of easement as evidenced in documents recorded below:

Recording Date: November 22, 1994  
Recording No.: [Book 6566 Page 1050](#), February 13, 1998 at [Reception No. 98017721](#) and January 20, 1999 at [Reception No. 99009587](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Notice as set forth below:

Recording Date: January 5, 2007  
Recording No.: [Reception No. 207002852](#)

18. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: February 5, 2010  
Recording No: [Reception No. 210011704](#); Assignment of Overriding Royalty Interest recorded October 1, 2010 at [Reception No. 210097963](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 09-462 as set forth below:

Recording Date: March 6, 2014

Recording No.: [Reception No. 214018548](#)

20. Terms, conditions, provisions, agreements and obligations contained in the Affidavit as set forth below:

Recording Date: November 1, 2016

Recording No.: [Reception No. 216126849](#) and November 30, 2016 at [Reception No. 216138635](#)

21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Mountain View Electric Association, Inc.

Purpose: electric transmission and telephone and/or telecommunication lines

Recording Date: December 8, 2016

Recording No.: [Reception No. 216142266](#)

22. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

23. Terms, conditions, provisions, agreements and obligations contained in the Silverado Ranch Subdivision Development Guide Lines and Restrictions for a P.U.D. Zone as set forth below:

Recording Date: January 4, 2017

Recording No.: [Reception No. 217000868](#)

24. Terms, conditions, provisions, agreements, easements and obligations contained in the Instrument as set forth below:

Recording Date: January 4, 2017

Recording No.: [Reception No. 217000869](#)

25. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 16, 2017

Recording No.: [Reception No. 217125025](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 17-364 as set forth below:

Recording Date: January 9, 2018

Recording No.: [Reception No. 218003621](#)

27. Deed recorded September 14, 2017 at [Reception No. 21711293](#) makes reference to water rights.

28. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 28, 2018

Recording No: [Reception No. 218034670](#); Amendment recorded April 6, 2018 at [Reception No. 218039118](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Bylaws of Silverado Ranch Homeowners Association as set forth below:

Recording Date: March 28, 2018

Recording No.: [Reception No. 218034671](#)

30. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-386 as set forth below:

Recording Date: October 10, 2018

Recording No.: [Reception No. 218118036](#)

END OF EXCEPTIONS

**AFFIDAVIT AND INDEMNITY AGREEMENT**

**TO Fidelity National Title Company** a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:  
**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: **631516, Ellicott, CO 80103**

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies **Fidelity National Title Company**, a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
Silverado Ranch, Inc.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
State of Colorado  
County of **El Paso**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by Silverado Ranch, Inc..

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT  
LEGAL DESCRIPTION**

The North One-Half of Section 16, Township 15 South, Range 63 West of 6<sup>th</sup> P.M.,  
County of El Paso,  
State of Colorado



# Fidelity National Title<sup>®</sup> Insurance Company

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Fidelity National Title Insurance Company**

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

The Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will **provide** a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Signature



By

Randy Quirk, President

Attest

Michael Gravelle, Secretary

