

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 5/30/19

Receipt No. 522285

Customer: PRI #2, LLC
6385 CORPORATE DR STE 200
COLORADO SPRINGS, CO
80919

Processed by DD

Check No. 3513

Payment Method CHECK

Item	Description	Prefix	Type	Rate	Qty	Amount
K31	Mylar Pages (each page)			13.00	2	26.00
K07	Park Regional Area =			430.00		430.00
K10	School Fees, School District=			306.00		306.00
K32	Mylar/Plat Copies (per page)			3.00	2	6.00
J00	Miscellaneous - CHECK AMOUNT OFF BY \$1.00 FLYING HORSE NORTH LOT 35 - FINAL PLAT - SF1842			1.00		1.00

Total \$769.00



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

AGENT FOR: Stewart Title Guaranty Company

DATE: May 22, 2019
ORDER NO.: 182415
PROPERTY ADDRESS: 5315 OLD STAGECOACH ROAD, COLORADO SPRINGS, CO 80908
SCHEDULE NO.: 61000-00-075, 51000-00-334 & 463
BUYER/BORROWER:
SELLER: PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

CLASSIC DEVELOPMENT
6385 CORPORATE DRIVE
COLORADO SPRINGS, CO 80919
ATTN: AMANDA

CLASSIC CONSULTING ENGINEERS
AND SURVEYORS
ATTN: DOUG REINELT

SPECIAL INSTRUCTIONS: *UPDATED COMMITMENT ADDING EXCEPTION 34*****

CLOSING QUESTIONS:

TITLE QUESTIONS: Kate Dewitt
kate.dewitt@capstonetitleco.com

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

- | | |
|---|---|
| <input type="checkbox"/> Commitment | <input checked="" 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 |

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



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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. 182415
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. 182415

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. 182415

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

Page 3 of 3



**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: 182415
Issuing Office File Number: 182415
Property Address: 5315 OLD STAGECOACH ROAD, COLORADO SPRINGS, CO 80908
Revision Number: 3

1. **Commitment Date:** May 18, 2019 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

(a) ALTA Owner's Policy

Proposed Insured: NONE

(b) ALTA Loan Policy

Proposed Insured: NONE

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:**

PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOT 35, FLYING HORSE NORTH FILING NO. 1, RECORDED UNDER RECEPTION NO. 218714238, COUNTY OF EL PASO, STATE OF COLORADO

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

STATEMENT OF CHARGES

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

INFORMATION ONLY \$500.00
COMMITMENT

TOTAL \$500.00

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File No. 182415

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 I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 182415- Amended No. 3

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. NONE

THIS IS AN INFORMATIONAL ONLY COMMITMENT.

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File No. 182415

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.: 182415- Amended No. 3

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 and assessments as may be indicated by a tax certificate when obtained.
9. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 1337 at Page 155.
10. Terms, agreements, provisions, conditions and obligations as contained in Water Transmission Line Easement recorded September 21, 1995 in Book 6728 at Page 1371.
11. Reservation to the State of Colorado, reserving all rights to any and all minerals, ores, or metals of every kind and character and all coal, asphaltum, oil or other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as recorded December 28, 2000 at Reception No. 200155792.

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File No. 182415

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

Page 1 of 3



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Terms, agreements, provisions, conditions and obligations as contained in Long Term Agreement to Restrict Mineral Development recorded May 12, 2011 at Reception No. [211047259](#) and recorded November 17, 2011 at Reception No. [211113675](#).
13. Terms, agreements, provisions, conditions and obligations as contained in Groundwater Production Lease recorded December 31, 2014 at Reception No. [214120413](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Recordation Notice of Memorandum of Post Closing Obligations recorded February 4, 2016 at Reception No. [216011308](#).
15. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-442 recorded December 15, 2016 at Reception No. [216145936](#).
16. Terms, agreements, provisions, conditions and obligations as contained in Flying Horse North Planned Unit Development Plan recorded March 22, 2017 at Reception No. [217032585](#).
17. Terms, agreements, provisions, conditions and obligations as contained in Decree of the Water Court recorded October 25, 2017 at Reception No. [217129159](#).
18. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded June 14, 2018 at Reception No. [218068373](#).
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-352 recorded September 6, 2018 at Reception No. [218103825](#).
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-351 recorded September 6, 2018 at Reception No. [218104132](#). Re-recorded September 10, 2018 at Reception No. [218105604](#).
21. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-368 recorded September 21, 2018 at Reception No. [218110371](#).
22. Terms, agreements, provisions, conditions and obligations as contained in Decree recorded October 26, 2018 at Reception No. [218125013](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Decree recorded October 26, 2018 at Reception No. [218125017](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Water Agreement recorded November 6, 2018 at Reception No. [218129421](#).
25. Terms, agreements, provisions, conditions, easements and obligations as contained in Development Agreement and Easement recorded November 6, 2018 at Reception No. [218129429](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 6, 2018 at Reception No. [218129430](#)
27. Any and all Notes, Easements, Rights of Way, Restrictions, Limitations and other matters as set forth on the recorded Plat of Flying Horse North Filing No. 1.

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File No. 182415

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

Page 2 of 3



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

28. Covenants, conditions and restrictions recorded recorded November 6, 2018 at Reception No. 218129432, 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.
29. Terms, agreements, provisions, conditions and obligations as contained in Bylaws of Flying Horse North Homeowners Association, Inc. recorded November 6, 2018 at Reception No. 218129433.
30. Deed of Trust dated September 14, 2017, given by PRI#2, LLC to the Public Trustee of El Paso County for the use of GREAT WESTERN BANK to secure payment of \$2,400,000.00, recorded September 25, 2017 at Reception No. 217115612.
31. Financing Statement executed by PRI#2, LLC for the use of GREAT WESTERN BANK, filed September 25, 2017 under Reception No. 217115614.
32. Deed of Trust dated February 2, 2016, given by PRI#2, LLC to the Public Trustee of El Paso County for the use of SHAMROCK PRESERVE, LLC to secure payment of \$13,000,000.00, recorded February 4, 2016 at Reception No. 216011305.
33. Financing Statement executed by PRI#2, LLC for the use of SHAMROCK PRESERVE, LLC, filed February 4, 2016 under Reception No. 216011310.
34. Terms, agreements, provisions, conditions and obligations as contained in RESOLUTION NO. 19-176 recorded May 15, 2019 at Reception No. 219051926.

THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY

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File No. 182415

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

Page 3 of 3



DISCLOSURES

File No.: 182415

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: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or 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?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us 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.
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, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 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

**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: 61000-00-075

2018 TAXES PAYABLE 2019

Owner Per Tax Record: PRI #2 LLC

Property Type: Real Estate

Property Location: 36-11-66

Property Description: ALL SEC 36-11-66 *** NEW PARCEL NUMBERS FOR 2019 ARE
PLATTED TO #14238 FLYING HORSE NORTH FIL NO 1
61360-01-001 THRU 006, 1360-02-001 THRU 009,
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

** Outed **

Assessed Value		
Land	\$	9360
Improvement	\$	0
TOTAL	\$	9360

<u>Tax District:</u> JAA	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007738	72.43
EPC ROAD & BRIDGE (UNSHARED)	0.000330	3.09
ACADEMY SCHOOL NO 20 - GEN	0.044235	414.04
ACADEMY SCHOOL NO 20 - BOND	0.015981	149.58
* PIKES PEAK LIBRARY	0.004000	37.44
BLACK FOREST FIRE PROTECTION	0.010052	94.09
EL PASO COUNTY PID #3	0.005000	46.80
TOTAL	0.087336	817.47

*Temporary tax rate reduction/tax credit
Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes: 0.00

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

IN WITNESS WHEREOF, I hereonto set my hand and seal this 23rd day of MAY A.D. 2019

Issued to: epcltrshenson Treasurer

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20190523 29948

By: 

Supplemental Information

Schedule (Account) No: 61000-00-075

Date of Issue: 23rd day of MAY A.D. 2019

Full Property Description:

61360-03-001 THRU 004, 61360-04-001 THRU 038, 61360-05-001 THRU 007, 61360-06-001 THRU 003 (LEFTOVER
61360-00-001 & 61360-00-002) ***

Alerts:

Owners:

EL PASO  **COUNTY**
COLORADO

COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ, JR. (VICE-CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
CAMI BREMER

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

May 14, 2019

PRI #2 LLC
6385 Corporate Drive, Suite 200
Colorado Springs, CO 80919

Classic Consulting Engineers and Surveyors
619 N Cascade Ave, Suite 200
Colorado Springs, CO 80903

RE: Flying Horse North Lot 35 – Final Plat – (SF-18-042)

This is to inform you that the above-reference request for approval of final plat was heard and approved by the El Paso County Board of County Commissioners on May 14, 2019, at which time an approval of a vacation and replat of Lot 35 of the Flying Horse North Filing 1 Final Plat into two (2) residential lots. The 7.341 acre parcel is zoned PUD (Planned Unit Development) and is located 1.5 miles west of Black Forest Road south of Old Stagecoach Road and is within Section 36 Township 11, Range 66. The parcel is included within the Black Forest Preservation Plan (1987) area. (Parcel No. 61360-04-004)

This approval is subject to the following:

CONDITIONS

1. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current title commitment at the time of submittal of the Mylar for recording.
2. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, or years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Planning and Community Development



2880 INTERNATIONAL CIRCLE, SUITE 110
PHONE: (719) 520-6300



COLORADO SPRINGS, CO 80910-3127
FAX: (719) 520-6695

www.ELPASOCO.COM

Department, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.

3. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.
4. The applicant shall submit the Mylar to Enumerations for addressing.
5. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Parks and Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed species.
6. Driveway permits will be required for each access to an El Paso County owned and maintained roadway. Driveway permits are obtained from the El Paso County Planning and Community Development Department.
7. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No. 18-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.
-  8. Park fees in lieu of land dedication for regional parks (Area 2) in the amount of \$430.00 shall be paid at time of plat recordation. No urban park fees will be due.
-  9. Fees in lieu of school land dedication in the amount of \$306.00 shall be paid to El Paso County for the benefit of Academy School District No. 20 at time of plat recording.

NOTATION

1. Drainage and bridge fees for the Black Squirrel Creek drainage basin were accounted for by lot density with the Flying Horse North Filing No. 1 (SF 18-001) Final Drainage Report and paid at recording of that plat.

This represents the Planning and Community Development Department's understanding of the action taken by the Board of County Commissioners.

Should you have any questions, or if I can be of further assistance, please contact me at 719-520-6300.

Sincerely,

A handwritten signature in black ink, appearing to read "Nina". The signature is written in a cursive style with a large initial "N" and a smaller "ina" following.

Nina Ruiz, Planner II

File No. SF-18-042