

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 4/1/20

Receipt No. 522818

Customer: TECH CONTRACTORS
PO BOX 80036
SAN DIEGO, CA 92138-0036

Processed by PR

Check No. 22126

Payment Method

Item	Description	Prefix	Type	Rate	Qty	Amount
K02	Bridge Fees, Basin = HAEGLER RANCH			6,043.00	1	6,043.00
K04	Drainage Fees, Basin= HAEGLER RANCH			40,949.00	1	40,949.00
K21	Covenants (1st page)			13.00	1	13.00
K22	Covenants (each additional)			5.00	4	20.00
K31	Mylar Pages (each)			13.00	3	39.00
K32	Mylar (each additional)			8.00	1	8.00
2	PROJECT NAME: WINDING WALK FIL NO 2					0.00
1	CUSTOMER NAME: TECH CONTRACTORS					0.00

Total \$47072.00

RECORDING FEES WORKSHEET

Project Name: _____

RECEIPT #	TYPE	No. Pages	FEES (2017)	TOTALS
K01	BRIDGE, DRAINAGE, PARKS, SCHOOL FEES			
K02	Bridge Fees - Basin = Haegler Ranch		\$ 6,043.00	
K03	Parks - Community Area =			
K04	Drainage - Basin = Haegler Ranch		\$ 40,949.00	
K05	Parks - Neighborhood Area =			
K06	Parks - Regional Area =			
K07	School - District =			
			TOTAL	\$ 46,992.00
K08	STANDARD FEES			
K09	Affidavit (1st page)		\$ 13.00	\$ -
K10	Affidavit (# additional pages)		\$ 5.00	\$ -
K11	Articles of Incorporation (1st page)		\$ 13.00	\$ -
K12	Articles of Incorporation (# additional pages)		\$ 5.00	\$ -
K13	Bylaws (1st page)		\$ 13.00	\$ -
K14	Bylaws (# additional pages)		\$ 5.00	\$ -
K15	Certificate (1st page)		\$ 13.00	\$ -
K16	Certificate (# additional pages)		\$ 5.00	\$ -
K17	Certified Copies (per document)		\$ 1.00	\$ -
K18	Covenants (1st page)	1	\$ 13.00	\$ 13.00
K19	Covenants (# additional pages)	4	\$ 5.00	\$ 20.00
K20	Detention Pond Mainenance Agreement (1st page)		\$ -	\$ -
K21	Detention Pond Maint. Agree. (# additional pages)		\$ -	\$ -
K22	Development Agreements all pages		\$ -	\$ -
K22	Estimate of Guaranteed Funds (1st page) EGF		\$ -	\$ -
K23	EGF (# additional pages)		\$ -	\$ -
K24	Emergency Easements (1st page)		\$ 13.00	\$ -
K25	Emergency Easements (# additional pages)		\$ 5.00	\$ -
K26	Miscellaneous Documents (1st page)		\$ 13.00	\$ -
K27	Miscellaneous Documents (# additional pages)		\$ 5.00	\$ -
K28	Mylars (Total # of Pages)	3	\$ 13.00	\$ 39.00
K29	Mylar/Plat Copies (per page)		\$ 3.00	\$ -
K30	Mylars/Plat Copies (# each additionl page)		\$ 10.00	\$ -
K31	Park Fees/Regional per Dwelling Unit		\$ 353.00	\$ -
K32	PUD Guide (1st page)		\$ 13.00	\$ -
K33	PUD Guide (# additional pages)		\$ 5.00	\$ -
K34	PUD Development Plan (1st page)		\$ 13.00	\$ -
K35	PUD Copies per page		\$ 3.00	\$ -
K36	PUD Development Plan (# additional pages)		\$ 5.00	\$ -
K37	Ratification Statement (1st page)		\$ 13.00	\$ -
K38	Ratification Statement (# additional pages)		\$ 5.00	\$ -
K39	Reciprocal Access & Maint. Agreement (1st page)		\$ 13.00	\$ -
K40	Reciprocal Access & Maint. Agree. (# additional pages)		\$ 5.00	\$ -
K41	Subdivision Improvement Agreement (1st page) SIA		\$ -	\$ -
K42	SIA (# additional pages)		\$ -	\$ -
K43	Warranty Deed (1st page)		\$ 13.00	\$ -
K44	Warranty Deed (# additional pages)		\$ 5.00	\$ -
K45	Landscape Completion Agreement (1st page)		\$ -	\$ -
K46	Landscape Completion Agreement (# additional pages)		\$ -	\$ -
K47	Development Agreements (1st page)		\$ -	\$ -
K48	Development Agreements (# additional pages)		\$ -	\$ -

RECORDING FEES WORKSHEET

Project Name: _____

ENTER	NUMBER OF DOCUMENTS RECORDED		\$1.00	\$ -
TOTAL RECORDING FEE			\$	72.00

EL PASO



COUNTY

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)

STAN VANDERWERF
LONGINOS GONZALEZ
PEGGY LITTLETON

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

November 13, 2018

GTL, Inc.
3575 Kenyon Street, Suite 200
San Diego, CA 92110

N.E.S.
619 North Cascade Avenue, Suite 200
Colorado Springs, CO

RE: Winding Walk Filing No. 2 at Meridian Ranch – Final Plat – (SF-18-022)

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 November 13, 2018, at which time an approval was made to approve a final plat to create 60 single-family residential lots and is located at the northwest corner of the Eastonville Road and Stapleton Drive intersection and is within Sections 29 and 30, Township 12 South, Range 64 West of the 6th P.M. The parcel is included within the boundaries of the Falcon/Peyton Small Area Master Plan (2008). (Parcel No. 42293-00-003)

This approval is subject to the following:

*COPY
mailed
11/13/18*

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 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.

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



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

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 Division of 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 Subdivision Improvements Agreement, including the Financial Assurance Estimate, as approved by the El Paso County Planning and Community Development Department, shall be filed at the time of recording the Final Plat.
8. Collateral sufficient to ensure that the public and private improvements as listed in the approved Financial Assurance Estimate shall be provided when the final plat is recorded.
9. Park fees in lieu of land dedication for urban park fees shall be paid at time of plat recordation if a park lands agreement is not completed with El Paso County Parks Division.
10. Drainage fees in the amount of \$40,949.00 and bridge fees in the amount of \$6,043.00 for the Haegler Ranch drainage basin (CHMS0200) shall be paid to El Paso County at the time of plat recordation.

NOTATIONS

1. Final plats not recorded within 24 months of Board of County Commissioner approval shall be deemed expired, unless an extension is approved.
2. Per Board of County Commissioners Resolution 13-41, property within the Woodmen Road Metropolitan District is currently exempt from participation within the El Paso County Road Impact Fee Program.

3. No fees in lieu of school land dedication are required with the recordation of the final plat. All school land dedication requirements have been satisfied for the Meridian Ranch Development.

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,



Nina Ruiz, Planner II

File No. SF-18-022



MERIDIAN SERVICE METROPOLITAN DISTRICT

Water, Wastewater, Parks and Recreation Department
12311 Rex Road, Falcon, CO 80831
719-495-6567, Fax 719-495-3349

March 4, 2020

GTL Development, Inc.
P. O. Box 80036
San Diego, CA 92138
Attn: Raul Guzman

Re: WindingWalk Filing 2 at Meridian Ranch water and sewer

Dear Raul,

The water and sewer facilities installed by GTL Development, Inc., as part of WindingWalk Filing 2 at Meridian Ranch have been substantially completed under the district's inspection and are ready for final inspection and acceptance by the district.

Should you have any questions and or concerns please feel free to contact me either by email at info@MRmetro.org or at the office at 719-495-6567.

Sincerely

David A. Pelsner
District Manager

Cc: GTL Development
WindingWalk Filing 2 File
MSMD Board

Payment Receipt

**Woodmen Road Metropolitan District
c/o Walker Schooler District Managers
614 N. Tejon Street
Colorado Springs, CO 80903**

Received From:

GTL, Inc
GTL, Inc

Date Received	03/26/2020	Payment Amount	\$23,100.00
Payment Method	Check		
Check/Ref. No.	22113		

Invoices Paid

<u>Date</u>	<u>Number</u>	<u>Amount Applied</u>
03/26/2020	659	-\$23,100.00

**Commonwealth Land Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: H0539749-710-CTO-SSC

1. **Effective Date:** March 24, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

A Fee Simple

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

GTL Inc., a Colorado corporation

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) Windingwalk Filing No.2 at MeridianRanch, Peyton, CO

Attached Legal Description

Windingwalk Filing No. 2 at Meridian Ranch:

A parcel of land located in a portion of Section 29, in township 12 South, Range 64 West of the 6th P.M., El Paso county, Colorado, more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way line of Lambert Road, point being boundary of The Vistas Filing No. 1 at Meridian Ranch, recorded with Reception No. 217713953 in the records of El Paso county;

The following seven (7) courses are on said boundary:

Thence S 72°55'12" E a distance of 80.00 feet;
Thence S 17°04'48" W a distance of 421.16 feet to a curve to the right;
Thence on the arc of said curve, having a radius of 1540.00 feet, a delta angle of 32°34'11", an arc length of 875.41 feet, whose long chord bears S 33°21'53" W a distance of 863.67 feet;
Thence S 05°49'18" W a distance of 31.52 feet;
Thence S 51°35'04" W a distance of 60.00 feet;
Thence N 82°39'10" W a distance of 31.52 feet to a non-tangent curve to the right;
Thence on the arc of said curve, having a radius of 1540.00 feet, a delta angle of 03°34'52", an arc length of 96.25 feet, whose long chord bears S 55°18'35" W a distance of 96.24 feet to a point on the boundary of Windingwalk Filing No. 1 at Meridian Ranch, recorded with Reception No. _____ in the records of El Paso county and a curve to the right;

The following fifteen (15) courses are on said boundary line:

Thence on the arc of said curve, having a radius of 1540.00 feet, a delta angle of 22°25'04", an arc length of 602.55 feet, whose long chord bears S 68°18'33" W a distance of 598.71 feet;
Thence S 79°31'05" W a distance of 28.00 feet;
Thence N 10°28'55" a distance of 80.00 feet;
Thence N 02°35'36" W a distance of 27.08 feet;
Thence N 12°32'41" a distance of 116.37 feet;
Thence N 12°32'41" W a distance of 60.00 feet;
Thence N 13°41'16" W a distance of 184.00 feet;
Thence N 19°52'23" W a distance of 124.00 feet;
Thence N 16°53'48" W a distance of 60.00 feet;
Thence N 16°53'48" W a distance of 130.00 feet;
Thence N 67°43'26" E a distance of 120.00 feet;
Thence N 59°22'06" E a distance of 120.00 feet;
Thence N 46°39'10" E a distance of 120.00 feet;
Thence N 50°54'07" E a distance of 125.10 feet;
Thence N 48°41'56" W a distance of 92.55 feet;
Thence N 48°27'37" E a distance of 125.15 feet;
Thence N 32°40'27" E a distance of 349.31 feet to a point on the Southern boundary of Stonebridge Filing No. 3 at Meridian Ranch, recorded with Reception No. 217714053 in the records of El Paso County;

The following five (5) courses are on said boundary line:

Thence S 55°38'05" E a distance of 290.90 feet;
Thence S 28°43'28" E a distance of 308.38 feet;
Thence S 64°52'09" E a distance of 294.58 feet to a non-tangent curve to the left;
Thence on the arc of said curve, having a radius of 1460.00 feet, a delta angle of 08°03'03", an arc length of 205.15 feet, whose long chord bears N 21°06'20" E a distance of 204.98 feet;
Thence N 17°04'48" E a distance of 421.16 feet to the Point of Beginning.

SCHEDULE B

Exceptions

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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims of title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
8. All taxes and assessments, now or heretofore assessed, due or payable.
9. Resolution of the Board of County Commissioners dated and recorded October 2, 1897 in Road Book A at Page 78, which provided 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.
10. Terms, conditions, provisions, agreements and obligations specified under the Deferred Payment Right of Way Agreement by and between First American Title Insurance Company under Holding Agreement #87-01 and Diamond Shamrock Pipeline Company recorded March 21, 1996 in Book 6845 at Page 751.
NOTE: Partial Release of Right of Way and Easement recorded December 19, 2005 at Reception No. 205199581.
11. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded June 14, 2000 at Reception No. 200068675.
12. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 16, 2000 at Reception No. 200097484, and re-recorded September 12, 2000 at Reception No. 200109261.
13. Terms, conditions, provisions, agreements and obligations contained in the Decree recorded November 8, 2000 at Reception No. 200135889 and re-recorded March 21, 2003 at Reception No. 203057352.

14. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded February 7, 2001 at Reception No. 201015523.
15. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded March 9, 2001 at Reception No. 201029135.
16. Terms, conditions, provisions, agreements and obligations contained in the Resolution recorded August 9, 2001 at Reception No. 201114563.
17. Inclusion of the land in the Woodmen Road Metropolitan District as evidenced by Decree recorded November 14, 2001 at Reception No. 201166986.
18. Terms, conditions, provisions, agreements and obligations contained in the Development Plan recorded December 26, 2001 at Reception No. 201189274.
19. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-31 recorded March 25, 2002 at Reception No. 202047059.
20. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement recorded September 16, 2002 at Reception No. 202156315.
21. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 228-BD recorded July 3, 2003 at Reception No. 203153360.
22. Terms, conditions, provisions, agreements and obligations contained in the Determination of Water Right No. 230-BD recorded July 3, 2003 at Reception No. 203153361.
23. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169463. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
24. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169464. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
25. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169465. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
26. Terms, conditions, provisions, agreements and obligations contained in the Colorado Ground Water Commission Findings and Order recorded July 23, 2003 at Reception No. 203169466. Bargain and Sale Deed in connection thereto recorded March 15, 2005 at Reception No. 205036170.
27. Terms, conditions, provisions, agreements and obligations contained in the Board of County Commissioners County of El Paso, State of Colorado Resolution No. 04-29 recorded February 02, 2004 at Reception Number 204019135.
28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-17 recorded on October 14, 2005 at Reception Number 205164694.
29. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-554 recorded on March 14, 2006 at Reception Number 206037322.

30. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-555 as set forth below:

Recording Date: May 24, 2006
Recording No.: 206076349

31. Terms, conditions, provisions, agreements, obligations and easements contained in Permanent Easement Agreement with Meridian Service Metropolitan District recorded March 21, 2012 at Reception No. 212031865.

32. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-172 by the Board of County Commissioners recorded May 25, 2012 at Reception No. 212060955.

33. Terms, conditions, provisions, agreements and obligations contained in Resolution No. 12-173 by the Board of County Commissioners recorded June 11, 2012 at Reception No. 212066821.

34. Terms, conditions, provisions, agreements and obligations contained in the Meridian Ranch Zoning and Conceptual Plan as set forth below:

Recording Date: March 20, 2013
Recording No.: 213036329

35. Terms, conditions, provisions, agreements, obligations and easements contained in Public Right of Way Landscape License Agreement recorded March 20, 2013 at Reception No. 213036330.

36. Development Assessment and Lien Agreement between Falcon School Building Authority, a Colorado Nonprofit Corporation and GTL, Inc. d/b/a GTL Development, Inc. and Meridian Ranch Investments, Inc., Grantors and The Bank of Cherry Creek, a Branch of Western National Bank, as Trustee under the Indenture of Trust securing an aggregate principal sum of \$2, 359,000.00 dated April 15, 2003, recorded April 15, 2003 at Reception No. 203077656.

37. Deed of Trust from GTL, Inc., a California corporation, to the Public Trustee of El Paso County, for the benefit of Meridian Ranch Investments, Inc., a Colorado corporation, securing an original principal indebtedness of \$31,783,500.00, and any other amounts and/or obligations dated March 1, 2006, recorded March 2, 2006 at Reception No. 206031582.

38. Terms, conditions, provisions, agreements and obligations contained in the Public Disclosure Document as set forth below:

Recording Date: December 29, 2014
Recording No.: Reception No. 214119306 and Reception No. 214119307

39. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 15-438 Sketch Plan for Meridian Ranch Amendment as set forth below:

Recording Date: November 10, 2015
Recording No.: Reception No. 215122524

40. Terms, conditions, provisions, agreements and obligations and easements contained in the Easement Agreement as set forth below:

Recording Date: May 5, 2017
Recording No.: 217052287

41. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-098 as set forth below:
- Recording Date: March 14, 2018
Recording No.: 218028973
42. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-104 as set forth below:
- Recording Date: March 14, 2018
Recording No.: 218028979
43. Terms, conditions, provisions, agreements and obligations contained in the Pre-Development Site Grading Acknowledgement and Right of Access Form as set forth below:
- Recording Date: March 20, 2018
Recording No.: 218031247
44. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 18-261 as set forth below:
- Recording Date: June 26, 2018
Recording No.: 218073515
45. A deed of trust to secure an indebtedness in the amount shown below,
- Amount: \$7,861,500.00
Trustor/Grantor GTL Inc., a California corporation
Trustee: Public Trustee of El Paso County
Beneficiary: Meridian Ranch Investments, Inc., a Colorado corporation
Recording Date: April 8, 2016
Recording No: 216035894
46. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2018-7 as set forth below:
- Recording Date: July 26, 2018
Recording No.: 218086104

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the

issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

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**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: 42293-00-004

2019 TAXES PAYABLE 2020

Owner Per Tax Record: GTL INC

Property Type: Real Estate
 Property Location: STAPLETON DR
 Property Description: TR OF LAND IN SEC 29 & 30-12-64 DESC AS FOLS: BEG AT SOUTHERN MOST COR OF TRACT D OF STONEBRIDGE FIL NO 1 AT MERIDIAN RANCH, TH N 76-25-11 E 375.00 FT, TH S >> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	33930
Improvement	\$	0
TOTAL	\$	33930

<u>Tax District: SDJ</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007222	245.04
EPC ROAD & BRIDGE (UNSHARED)	0.000330	11.20
EL PASO COUNTY SCHOOL NO 49 - GEN	0.043189	1465.40
PIKES PEAK LIBRARY	0.003731	126.59
FALCON FIRE PROTECTION	0.014886	505.08
UPPER BLK SQUIRREL CRK GROUND WATER	0.001029	34.91
MERIDIAN RANCH METROPOLITAN	0.027498	933.01
WOODMEN ROAD METROPOLITAN	0.011680	396.30
MERIDIAN RANCH METRO 2018 SUBDISTRICT	0.010000	339.30
El Paso County TABOR Refund	0.000000	-17.54
TOTAL	0.119565	4039.29

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 2019 taxes: 0.00

Amount due valid through APRIL 30th, 2020 : \$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 27th day of MARCH A.D. 2020

Issued to: epc\trstrivelli Treasurer

Mark Lowderman
Treasurer, El Paso County

By: 

Supplemental Information

Schedule (Account) No: 42293-00-004

Date of Issue: 27th day of MARCH A.D. 2020

Full Property Description:

78-55-18 E 200.00 FT, TH S 38-44-01 E 300.00 FT, TH S 86-37-24 E 475.00 FT, TH N 79-31-13 E 400.00 FT, TH N 64-36-19 E 400.00 FT, TH N 82-25-21 E 800.00 FT, TH N 20-23-46 W 350.00 FT, TH N 58-13-49 W 206.93 FT, TH N 66-53-37 W 140.36 FT, N 65-03-17 W 145.00 FT, TH N 60-06-41 W 60.00 FT, TH N 54-59-06 W 123.00 FT, TH N 49-16-15 W 58.53 FT, TH N 46-40-09 W 60.00 FT, TH N 44-59-01 W 59.00 FT, TH N 38-56-54 W 123.00 FT, TH N 33-47-19 W 60.00 FT, TH N 12-21-07 E 8.00 FT, TH N 31-45-35 W 134.54 FT, TH N 56-12-41 E 25.16 FT, TH ALG ARC OF NONTANG CUR TO R HAVING A RAD OF 1030.00 FT, A C/A OF 14-43-10, & AN ARC DIST OF 264.51 FT, WHICH CHORD BEARS N 16-55-44 W A DIST OF 263.88 FT, TH N 80-25-51 E 60.00 FT, TH ALG NON TANG CUR TO L HAVING A RAD OF 970.00 FT, A C/A OF 11-31-45, & AN ARC DIST OF 195.19 FT, WHICH CHORD BEARS S 15-20-02 E A DIST OF 194.86 FT, TH N 66-06-02 E 30.00 FT, TH S 31-38-39 E 206.41 FT, TH S 23-57-47 E 105.00 FT, TH S 43-46-04 E 160.00 FT, TH S 55-03-09 E 144.23 FT, TH S 60-08-41 E 60.00 FT, TH S 61-52-11 E 60.00 FT, TH S 69-16-10 E 120.43 FT, TH S 69-58-65 E 100.00 FT, TH S 61-13-42 E 97.00 FT, TH S 54-18-56 E 97.00 FT, TH S 47-54-59 E **Property Description Incomplete**

Alerts:

Owners: