

SF221

Core Title Group LLC
101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500
Fax: 719-425-2725

Transmittal Information

Date: 02/20/2024
File No: 195COR
Property Address: Skyline at Lorson Ranch Plat, Colorado Springs, CO
Buyer\Borrower
Seller

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Corey Canterbury
Not Applicable Core Title Group LLC
Core Title Group LLC 101 S. Sahwatch Street, Suite 212
101 S. Sahwatch Street, Suite 212 Colorado Springs, CO 80903
Colorado Springs, CO 80903 Phone: 719-219-8500
Phone: 719-219-8500

E-Mail:
Processor:
E-Mail: LPlank@coretitlegroupllc.com

Copies Sent to:

Buyer: **Seller:**
Buyer's Agent: **Seller's Agent:**
Buyer's Attorney: **Seller's Attorney:**
Lender: **Mortgage Broker:**

Phone: Fax: **Phone: Fax:**
Attn: **Attn:**
Email: **Email:**

Additional Contacts

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CORE Commercial

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MS Civil

Contact: Eric Yokom

Email: Eric@MScivil.com

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Richard Schindler

Contact: Richard Schindler

Email: rich@ceg1.com

Misc

MS Civil

212 N. Wahsatch Ave. #305

Colorado Springs, CO 80903

Contact: Vern Taylor

Email: vern@mscivil.com

Changes: Updated Effective Date

Thank you for using Core Title Group LLC

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Core Title Group LLC

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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 EXTRACTIONAL 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, Westcor Land Title Insurance Company, a South Carolina 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Core Title Group LLC

101 S. Sawatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-219-8500



By: Mary O'Donnell
Mary O'Donnell - President

Attest: Donald A. Berube
Donald A. Berube - Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “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.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a signature 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

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CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

File No: **195COR**
Amendment No: **195COR C3**

SCHEDULE A

1. Commitment Date: **February 15, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **TO BE DETERMINED**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined</i>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

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

Lorson Ranch, LLC, a Colorado limited liability company as nominee for Murray Fountain LLC, a Colorado limited liability company and Saint Aubyn Homes, LLC, a Colorado limited liability company

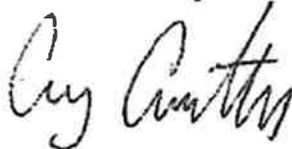
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **Skyline at Lorson Ranch Plat, Colorado Springs, CO**

APN:

Countersigned
Core Title Group LLC

By: 

C. Canterbury

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File No.: 195COR

EXHIBIT A

The Land is described as follows:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 SW 1/4) AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE 1/4) OF SECTION 13, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO, BEING ALL OF TRACT B, "LORSON RANCH EAST FILING NO. 3" AS RECORDED UNDER RECEPTION NO. 220714474 IN THE EL PASO COUNTY RECORDS AND A PORTION OF THE PARCEL DESCRIBED IN A BARGAIN AND SALE DEED RECORDED UNDER RECEPTION NO. 204201653 IN THE EL PASO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 13, SAID POINT BEING ON THE NORTH LINE OF "LORSON RANCH EAST FILING NO. 3";

THENCE N89°31'43"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 13 A DISTANCE OF 32.00 FEET TO THE NORTHEAST CORNER OF "LORSON RANCH EAST FILING NO. 3";

THENCE N89°31'43"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 13 A DISTANCE OF 1,206.87 FEET TO THE WESTERLY LINE OF THE 225 FOOT WIDE EASEMENT AS RECORDED IN BOOK 2030 AT PAGE 238 OF THE EL PASO COUNTY RECORDS;

THENCE S38°22'41"W ALONG SAID WESTERLY LINE 1,158.91 FEET;

THENCE N52°01'21"W A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF THE 100 FOOT WIDE "TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION INC. EASEMENT" AS RECORDED IN BOOK 2665 AT PAGE 715 AND IN BOOK 2846 AT PAGE 719 OF THE EL PASO COUNTY RECORDS;

THENCE N38°22'41"E ALONG SAID LINE, 2.00 FEET;

THENCE N52°01'21"W A DISTANCE OF 254.47 FEET TO A POINT OF CURVE;

THENCE 213.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 22°59'49", THE CHORD OF 212.50 FEET BEARS N40°31'27"W;

THENCE N07°28'57"E, NON-TANGENT TO THE PREVIOUS COURSE, 33.43 FEET;

THENCE N22°54'14"W A DISTANCE OF 56.00 FEET;

THENCE N57°31'41"W A DISTANCE OF 30.77 FEET TO THE EAST LINE TRACT B, "LORSON RANCH EAST FILING NO. 3";

THENCE S17°09'24"E A DISTANCE OF 0.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT B;

THENCE S72°50'06"W ALONG THE SOUTH LINE THEREOF 77.00 FEET TO THE EAST LINE OF TRACT A, "LORSON RANCH EAST FILING NO. 3"

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES;

- 1. THENCE 143.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 13°19'48", AND A CHORD OF 141.60 FEET WHICH BEARS N10°29'S9"W;**
- 2. THENCE N08°18'15"E A DISTANCE OF 76.43 FEET;**
- 3. THENCE N00°52'02"W A DISTANCE OF 223.62 FEET TO THE SOUTH LINE OF THE NORTHWEST**

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QUARTER OF SECTION 13;
THENCE N89°32'23"E ALONG SAID SOUTH LINE 32.00 FEET TO THE POINT OF BEGINNING.
COUNTY OF EL PASO, STATE OF COLORADO

SCHEDULE B, PART I - Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

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.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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 value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and 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. NOTE: Resolution No. 04-507 regarding Road Order recorded November 24, 2004 at Reception No. 204193597 and Disclaimer recorded November 24, 2004 at Reception No. 204193598.

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10. The lawful consequences of the existence of any portion of the subject property of any ponds, reservoirs, irrigation canals, ditches or laterals, including, but not limited to, any of such structures owned and/or used by the Fountain Mutual Irrigation Company.
11. Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded June 21, 1943 at Reception No. 683031.
12. Any assessment or lien, by reason of inclusion within the Security Fire Protection District as disclosed by Order of Inclusion recorded in Book 5258 at Page 1049 and recorded July 31, 2013 at Reception No. 213098578.
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Permanent Utility Easement to the City of Colorado Springs, recorded March 23, 1992 in Book 5951 at Page 291 and as amended by Deeds recorded June 11, 2020 at Reception No. 220081419, at Reception No. 220081420 and recorded July 23, 2020 at Reception No. 220108096.
14. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-119, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded April 6, 2004 at Reception No. 204055084. Resolution No. 12-196, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded August 6, 2012 at Reception No. 212090407. Fifth Amended Development Agreement, in connection therewith recorded January 29, 2014 at Reception No. 214007624. Resolution No. 15-091, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded March 4, 2015 at Reception No. 215020531.
15. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-366, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded September 3, 2004 at Reception No. 204150548. Resolution No. 05-336, Approving Development Agreement, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded August 24, 2005 at Reception No. 205131973. Corrected Version of said Resolution No. 05-336 in connection therewith recorded August 25, 2005 at Reception No. 205132869. Resolution No. 07-223, Approving Amended Service Plan, Lorson Ranch Metropolitan Districts 1-7, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded July 17, 2007 at Reception No. 207095523. Resolution No. 07-356 recorded September 11, 2007 at Reception No. 207118189. Development Agreement No. 1 Lorson Ranch, in connection therewith recorded August 19, 2005 at Reception No. 205128925. Development Agreement No. 2, Lorson Ranch, in connection therewith recorded May 22, 2010 at Reception No. 210025931 and rerecorded April 20, 2010 at Reception No. 210036301. Resolution No. 10-94 to Revise Development Agreement, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded October 12, 2010 at Reception No. 210101176. Resolution No. 12-335 Approving Intergovernmental Agreement concerning the Marksheffel Road/Fontaine Boulevard Intersection, recorded September 26, 2012 at Reception No. 212112804. Annual

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Report and Disclosure Form recorded September 7, 2007 at Reception No. 207116859; recorded October 30, 2013 at Reception No. 213134075, General Disclosure recorded July 11, 2017 at Reception No. 217080960.

16. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 4, as set forth in Order and Decree organizing said district as evidenced by instruments recorded December 2, 2004 at Reception No. 204197514, recorded December 28, 2004 at Reception No. 204209875, recorded April 15, 2005 at Reception No. 205053571, recorded April 21, 2005 at Reception No. 205056111 and at Reception No. 205056117 and recorded September 11, 2017 at Reception No. 217109166.
17. Terms, conditions, provision, agreements and obligations contained in the Inclusion & Service Agreement between Widefield Water & Sanitation District and Lorson LLC recorded on May 31, 2005 at Reception No. 205078708.
18. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement No. 1 - Lorson Ranch recorded on August 18, 2005 at Reception Number 205128925.
NOTE: Resolution No. 05-336 to approve a development agreement recorded August 24, 2005 at Reception No. 205131973 and correction Resolution recorded August 25, 2005 at Reception No. 205132869.
19. Matters as set forth and contained in the Lorson Ranch Overall Development and Phasing Plan Map recorded May 9, 2006 at Reception No. 206035127 and recorded December 28, 2006 at Reception No. 206187069.
20. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-028 (rezone) recorded on March 1, 2007 at Reception No. 207028942.
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 07-119, recorded July 18, 2007 at Reception No. 207095753.
22. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at Reception No. 208120452.
23. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 10-94 recorded October 12, 2010 at Reception No. 210101176.
24. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Entry to the Colorado Springs Utilities (Southern Delivery System), recorded February 24, 2012 at Reception No. 212020136; and at Reception No. 212020137. City of Colorado Springs Possession and Use Agreement (Southern Delivery System), recorded March 1, 2013 at Reception No. 213027535.
25. Terms, agreements, provisions, conditions and obligations as contained in Fourth Amended Development

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- Agreement Lorson Ranch, recorded August 06, 2012 at Reception No. 212090408. Resolution No. 12-196 approving the Fourth Amended Development Agreement, Lorson Ranch by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded August 6, 2012 at Reception No. 212090407.
26. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 12-382, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Adopting the El Paso County Road Impact Fee Program, recorded November 15, 2012 at Reception No. 212136575.
 27. Conveyance of all of the oil, gas, and other minerals in and under the land by Mineral Quitclaim Deed recorded November 16, 2012 at Reception No. 212137059, or a severance of minerals evidenced thereby and any and all assignments thereof or interests therein. Relinquishment and Quitclaim of Surface Rights in connection therewith recorded April 21, 2020 at Reception No. 220054583.
 28. Terms, agreements, provisions, conditions and obligations as contained in Fifth Amended Development Agreement Lorson Ranch, recorded January 29, 2014 at Reception No. 214007624.
 29. Terms, agreements, provisions, conditions and obligations as contained in Sixth Amended Development Agreement Lorson Ranch, as set forth in Exhibit A to Resolution No. 15-091 approving the Sixth Amended Development Agreement for Lorson Ranch, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded March 4, 2015 at Reception No. 215020531.
 30. Terms, agreements, provisions, conditions, obligations and easements as contained in Water Delivery System Easement Agreement granted to Widefield Water and Sanitation District, recorded September 16, 2015 at Reception No. 215101175.
 31. Terms, agreements, provisions, conditions, obligations and easements as contained in Amended Rule and Order recorded May 23, 2016 at Reception No. 216055186.
 32. Terms, agreements, provisions, conditions and obligations as contained Amended and Restated School Site Dedication Agreement recorded September 30, 2016 at Reception No. 216113013. Resolution No. 16-307, approving an Amended and Restated School Site Dedication Agreement by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded August 24, 2016 at Reception No. 216095697 and re-recorded September 30, 2016 at Reception No. 216113012.
 33. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-038 recorded January 24, 2018 at Reception No. 218009074.
 34. Matters as shown on the Lorson Ranch East PUD Development & Preliminary Plan recorded February 15, 2018 at Reception No. 218018251.

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35. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 6, 2018 at Reception No. 218025811.
36. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Ways to Mountain View Electric Association, Inc., recorded May 1, 2018 at Reception No. 218049450, at Reception No. 218049451, at Reception No. 218049452, at Reception No. 218049453, and at Reception No. 218049454.
37. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded June 25, 2019 at Reception No. 219070481.
38. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded June 25, 2019 at Reception No. 219070485.
39. Terms, conditions, provisions and obligations as set forth in Rules and Regulations Governing the Enforcement of the Covenants, Conditions and Restrictions of Lorson Ranch, not recorded, but herein known as Reception No. LorsonMetro.
40. Notes, notices and easements as shown on the subdivision plat for Lorson Ranch East Filing No. 3 recorded January 30, 2020 at Reception No. 220714474.
41. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded February 20, 2020 at Reception No. 220023952 and any and all amendments and/or supplements thereto. Builder Acknowledgement, Partial Association of Declarant Rights and Design Review Committee Approval recorded April 21, 2020 at Reception No. 220054584.
42. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded February 20, 2020 at Reception No. 220023953.
43. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement, recorded September 10, 2020 at Reception No. 220140616.
44. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 20-422 recorded December 8, 2020 at Reception No. 220200115.
45. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin /

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Stormwater Quality Best Management Practice Maintenance Agreement, recorded December 28, 2020 at Reception No. 220211669.

46. Terms, agreements, provisions, conditions and obligations as contained in The Hills at Lorson Ranch Planned Development and Preliminary Plan recorded December 28, 2020 at Reception No. 220211670. Amended Hills at Lorson Ranch Dimensional Standards & Guidelines recorded July 23, 2021 at Reception No. 221140792.
47. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 21-429 recorded November 17, 2021 at Reception No. 221212479.
48. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 21-300 recorded August 3, 2021 at Reception No. 221147298.
49. Terms, agreements, provisions, conditions and obligations as contained in Record of Administrative Action recorded August 27, 2021 at Reception No. 221163017.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Core Title Group LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

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.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Core Title Group LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Core Title Group LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Core Title Group LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Core Title Group LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Core Title Group LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Core Title Group LLC** has a joint marketing agreement. Entities with whom WLTIC or **Core Title Group LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Core Title Group LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Core Title Group LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Core Title Group LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

Anti-Fraud Statement

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

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



Certificate of Taxes Due
EL PASO COUNTY TREASURER
EL PASO COUNTY, CO

SF221

Account #: R5500000440
 Parcel #: 5500000440
 Owner: LORSON LLC NOMINEE FOR
 MURRAY FOUNTAIN LLC
 212 N WAHSATCH AVE STE 301
 COLORADO SPRINGS, CO 80903-3476

Cert #: 11834
 Requestor:
 Requestor #:
 Email:

Amount due is valid at issuance date only.

Property Address: 0 13-15-65, COLORADO SPRINGS, 80925
 Comments:

Legal Description: Full Legal Description is appended on subsequent page(s).

ORIGINAL TAX BILLING FOR 2023	TAX DISTRICT	DFD	Values	Actual	Assessed
Authority		Levy	Tax		
EL PASO COUNTY		0.006862	\$293.07		
EL PASO COUNTY PID #2		0.01	\$427.10		
EPC ROAD & BRIDGE (UNSHARED)		0.00033	\$14.09		
LORSON RANCH METRO DISTRICT #4		0.079723	\$3,404.98		
SECURITY FIRE PROTECTION DISTRICT		0.0181	\$773.05		
SOUTHEASTERN COLO WATER CONSERVANCY DISTRICT		0.000888	\$37.92		
WIDEFIELD SCHOOL DISTRICT #3		0.047097	\$2,011.52		
TAXES FOR 2023		0.163	\$6,961.73		
				Vacant Land	\$153,088.00
				TOTAL	\$42,710.00

* Credit Levy

TAX YEAR	CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2023	Tax Bill	\$6,961.73	\$0.00	\$0.00	\$6,961.73
TOTAL DUE		\$6,961.73	\$0.00	\$0.00	\$6,961.73
EXEMPTION (APPLIED)					\$0.00
PAID					\$6,961.73
TOTAL LIABILITY valid through February 27, 2024:					\$0.00

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 2/27/2024.



Charles Broerman, Treasurer

BY: Charles W Broerman



Certificate of Taxes Due
EL PASO COUNTY TREASURER
EL PASO COUNTY, CO

Account #: R5500000440

Parcel #: 5500000440

Cert #: 11834

Property Address: 0 13-15-65, COLORADO SPRINGS, 80925

Legal Description: TR IN S2 SEC 13, N2 SEC 24 & NE4 SEC 23-15-65 DESC AS FOLS: COM AT THE COMMON COR OF SECS 13, 14, 23, & 24 FROM WHICH THE COMMON COR OF SECS 14, 15, 22 & 23 BEARS S 89<43'15" W 5294.45 FT & THE SE COR OF SEC 13 BEARS N 89<18'33" E 5322.91 FT, TH S 77<15'32" E 1431.33 FT FOR POB, TH S 38<22'41" W 689.46 FT, S 79<36'36" E 368.04 FT, S 38<22'41" W 257.67 FT, N 79<36'36" W 368.04 FT, N 38<22'41" E 48.69 FT, TH NWLY ALG ARC OF CUR TO A PT TANG BEING CONCAVE TO THE S HAVING A RAD OF 1460.0 FT A C/A OF 01<58'06" WHICH CHORD BEARS N 89<00'57" W 50.16 FT, TH N 90<00'00" W 1107.73 FT, N 00<00'00" E 180.22 FT, TH ALG ARC OF CUR TO THE R HAVING A RAD OF 367.50 FT A C/A OF 76<39'36" WHICH CHORD BEARS N 38<19'48" E 455.84 FT, TH N 76<39'36" E 420.38 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 632.50 FT A C/A OF 76<39'36" WHICH CHORD BEARS N 38<19'48" E 784.54 FT, TH N 00<00'00" W 1109.69 FT, TH ALG ARC OF CUR TO THE R HAVING A RAD OF 467.5 FT A C/A OF 87<50'52" WHICH CHORD BEARS N 43<55'26" E 648.61 FT, TH N 87<50'52" E 857.13 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 732.5 FT A C/A OF 28<47'37" WHICH CHORD BEARS N 73<27'04" E 364.25 FT, TH N 59<03'15" E 303.50 FT, TH NWLY ALG ARC OF CUR TO A PT TANG BEING CONCAVE TO THE NE HAVING A RAD OF 460.0 FT A C/A OF 34<31'50" WHICH CHORD BEARS N 17<43'55" W 273.05 FT, TH N 00<28'00" W 299.77 FT, N 89<32'00" E 1070.44 FT ALG N LN OF S2 SD SEC 13, TH S 38<22'41" W 2084.38 FT, S 51<37'19" E 325.0 FT, S 38<22'41" W 457.99 FT, N 71<15'45" W 345.08 FT, S 38<22'41" W 1148.35 FT TO POB, LY W/IN REC #204201653, EX THAT PT CONV BY REC #206041590, EX PT PLATTED TO PIONEER LANDING AT LORSON RANCH FIL NO 2, EX ALL THAT PT LY SLY OF SD PIONEER LANDING AT LORSON RANCH FIL NO 2, EX THAT PT CONV BY REC # 221028147