

**Unified Title Company, LLC**  
**101 S. Sahwatch Street, Suite 212**  
**Colorado Springs, CO 80903**  
Phone: **719-578-5900**  
Fax: **719-578-5060**

**Transmittal Information**

Date: 01/09/2019

File No: 55463UTC

Property Address: Lorson East (Platting), Colorado Springs, CO 80925

Buyer\Borrower  
Seller: LORSON LLC, a Colorado Limited Liability Company as Nominee for Murray Fountain, LLC, a Colorado limited liability company  
Widefield School District No. 3  
Eagle Development Company, a Colorado Corporation  
LORSON LLC, a Colorado Limited Liability Company as Nominee for Lorson Conservation Investors I, LLLP, a Colorado limited liability limited partnership

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For changes and updates please contact your Escrow:

**Escrow Officer:**

**Not Applicable**

**Unified Title Company, LLC**  
**101 S. Sahwatch Street, Suite 212**  
**Colorado Springs, CO 80903**  
**Phone: 719-578-5900**  
**Fax: 719-578-5060**  
**E-Mail:**

**Title Officer:**

Kara DeMasters  
Unified Title Company, LLC  
c/o ET Production Services, LLC

**Processor: Not Applicable**

**E-Mail:**

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Copies Sent to:

**Customer:**

**The Landhuis Company**  
**212 N. Wahsatch Avenue, Suite 301**  
**Colorado Springs, CO 80903**  
**Phone: 719-635-3200 Fax: 719-635-3244**  
**Attn: Jeff Mark**  
**Email: JMark@landhuisco.com**

**Buyer:**

**Seller:**

**LORSON LLC, a Colorado Limited Liability Company as Nominee for Murray Fountain, LLC, a Colorado limited liability company**

**Widefield School District No. 3**

**Eagle Development Company, a Colorado Corporation**  
**212 North Wahsatch Avenue, Suite 301**  
**Colorado Springs, CO 80903**

**LORSON LLC, a Colorado Limited Liability  
Company as Nominee for Lorson Conservation  
Investors I, LLLP, a Colorado limited liability limited  
partnership**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

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

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

**Other:**

**The Landhuis Company  
212 N. Wahsatch Avenue, Suite 301  
Colorado Springs, CO 80903  
Phone: 719-635-3200 Fax: 719-635-3244**

**Other:**

**The Landhuis Company  
212 N. Wahsatch Avenue, Suite 301  
Colorado Springs, CO 80903  
Phone: 719-635-3200 Fax: 719-635-3244**

**Changes: Updated all Schedules**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Stewart Title Guaranty Company*

**SCHEDULE A**

1. Effective Date: **December 28, 2018, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined</i>	\$	<b>300.00</b>
<i>Add'l Parcel Search Owner</i>	\$	<b>300.00</b>
<i>Date Down End.</i>	\$	<b>50.00</b>
Total:	\$	<b>650.00</b>

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:

**PARCELS A, B, G, AND H: LORSON LLC, a Colorado Limited Liability Company as Nominee for Murray Fountain, LLC, a Colorado limited liability company**

**PARCEL C: Widefield School District 3**

**PARCEL D: Eagle Development Company, a Colorado corporation**

**PARCEL E AND F: LORSON LLC, a Colorado Limited Liability Company as Nominee for Lorson Conservation Invest I LLLP, a Colorado limited liability limited partnership**

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

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **Lorson East (Platting), Colorado Springs, CO 80925**

Countersigned

**Unified Title Company, LLC**

By:



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**Kara DeMasters**

**EXHIBIT "A"**

**PARCELS A, B, G AND H:**

**A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, THE SOUTH HALF OF SECTION 14, THE NORTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 24, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 14;  
THENCE NORTH 89°32'00" EAST, 3764.68 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 13 TO A POINT ON THE WESTERLY LINE OF AN EXISTING 100 FOOT WIDE ELECTRICAL EASEMENT AS RECORDED IN [BOOK 2665 AT PAGE 715](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO;**

**1. SOUTH 38°22'41" WEST, 6555.87 FEET;  
2. SOUTH 00°19'53" EAST, 168.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 24;**

**THENCE SOUTH 89°41'52" WEST, 3871.94 FEET;**

**THENCE NORTH 45°42'49" EAST, 268.74 FEET;**

**THENCE NORTH 83°32'07" EAST, 566.19 FEET;**

**THENCE NORTH 50°17'10" EAST, 547.71 FEET;**

**THENCE SOUTH 76°27'25" EAST, 605.82 FEET;**

**THENCE NORTH 78°25'43" EAST, 846.86 FEET;**

**THENCE NORTH 58°39'49" EAST, 637.14 FEET;**

**THENCE NORTH 02°56'40" EAST, 1094.56 FEET;**

**THENCE NORTH 44°04'07" EAST, 463.94 FEET;**

**THENCE NORTH 17°38'04" EAST, 2071.44 FEET;**

**THENCE NORTH 04°08'06" WEST, 938.64 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14;**

**THENCE NORTH 89°42'03" EAST, 98.68 FEET TO THE POINT OF BEGINNING.**

**LESS AND EXCEPT THAT PORTION CONVEYED BY DEED RECORDED MARCH 23, 2006 AT [RECEPTION NO. 206041590](#), THAT PORTION OF PLATTED PIONEER LANDING AT LORSON RANCH FILING NO. 2 RECORDED JANUARY 5, 2017 AT [RECEPTION NO. 217713888](#) AND THAT PORTION DESCRIBED IN DEED RECORDED APRIL 28, 2016 AT [RECEPTION NO. 216044802](#).**

**PARCEL C:**

**TRACT J, PIONEER LANDING AT LORSON RANCH FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.**

**PARCEL D:**

**TRACT I, PIONEER LANDING AT LORSON RANCH FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.**

**PARCELS E AND F:**

**A PORTION OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14;  
THENCE SOUTH 89°42'03" WEST, 98.68 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 TO THE POINT OF BEGINNING;  
THENCE SOUTH 04°08'06" EAST, 938.64 FEET;  
THENCE SOUTH 17°38'04" WEST, 2071.44 FEET;  
THENCE SOUTH 44°04'07" WEST, 463.94 FEET;  
THENCE SOUTH 02°56'40" WEST, 1094.56 FEET;  
THENCE SOUTH 58°39'49" WEST, 637.14 FEET;  
THENCE SOUTH 78°25'43" WEST, 846.86 FEET;  
THENCE NORTH 76°27'25" WEST, 605.82 FEET;  
THENCE SOUTH 51°17'10" WEST, 547.71 FEET;  
THENCE SOUTH 83°32'07" WEST, 566.19 FEET;  
THENCE SOUTH 45°42'49" WEST, 268.74 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SECTION 23;  
THENCE SOUTH 89°41'52" WEST, 647.99 FEET ALONG SAID SOUTH LINE OF THE NORTH HALF OF SECTION 23;  
THENCE NORTH 45°42'49" EAST, 889.15 FEET;  
THENCE NORTH 83°32'07" EAST, 585.99 FEET;  
THENCE NORTH 50°17'10" EAST, 638.97 FEET;  
THENCE SOUTH 76°27'25" EAST, 731.21 FEET;  
THENCE NORTH 78°25'43" EAST, 668.23 FEET;  
THENCE NORTH 58°39'49" EAST, 320.89 FEET;  
THENCE NORTH 02°56'40" EAST, 1177.56 FEET;  
THENCE NORTH 44°04'70" EAST, 389.04 FEET;  
THENCE NORTH 17°38'04" EAST, 658.74 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARCEL OF LAND RECORDED IN [BOOK 6125 AT PAGE 823](#) OF THE RECORDS OF SAID EL PASO COUNTY, COLORADO.  
THENCE ALONG SAID SOUTHERLY LINE AND THE EASTERLY LINE OF SAID PARCEL OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:  
1. NORTH 80°22'24" EAST, 222.44 FEET;  
2. NORTH 00°30'24" EAST, 510.20 FEET;  
3. NORTH 29°43'24" EAST, 344.31 FEET;  
4. NORTH 44°40'24" EAST, 341.88 FEET;  
5. NORTH 04°08'06" WEST, 904.20 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF SECTION 14;  
THENCE NORTH 89°42'03" EAST, 275.62 FEET ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 14 TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 28, 2016 AT [RECEPTION NO. 216044802](#), THAT PORTION OF PLATTED PIONEER LANDING AT LORSON RANCH FILING NO. 2 RECORDED JANUARY 5, 2017 AT [RECEPTION NO. 217713888](#), THAT PORTION OF PLATTED MEADOWS AT LORSON RANCH FILING NO. 3 RECORDED OCTOBER 30, 2013 AT [RECEPTION NO. 213713396](#) AND THAT PORTION LYING NORTHEASTERLY OF TRACT E, IN SAID PIONEER LANDING AT LORSON RANCH FILING NO. 2.

## **COMMITMENT FOR TITLE INSURANCE**

Issued by

***Stewart Title Guaranty Company***

### **SCHEDULE B, PART I Requirements**

Effective Date: **December 28, 2018 at 7:30am**

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.**

## COMMITMENT FOR TITLE INSURANCE

Issued by

***Stewart Title Guaranty Company***

### SCHEDULE B, PART II Exceptions

Effective Date: **December 28, 2018 at 7:30am**

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 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. 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 85 West and 86 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](#).**
10. **Reservation by The League Land Company, for itself, its successors and assigns, of a right of way across all**

of the land for such lateral ditches as maybe necessary to enable the Company and its successors and assigns to convey and supply water from its reservoirs, canals and main laterals to lands lying beyond the described tract, as described in Deed recorded August 28, 1922 in [Book 683 at Page 88](#).

11. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in Jimmy Camp Creek lying within subject land; and any question as to the location of such center thread, bed bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.

NOTE: There are no documents in the land records of the office of the Clerk and Recorder of El Paso, accurately locating past or present location(s) of the center thread, bank, bed or channel of the above Jimmy Camp Creek or indicating any alterations of the same as from time to time may have occurred.

12. 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.
13. Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded June 21, 1943 at [Reception No. 683031](#).
14. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement to Public Service Company of Colorado, recorded August 20, 1964 in [Book 2030 at Page 238](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Public Service Company of Colorado, recorded September 16, 1968 in [Book 2030 at Page 238](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded August 20, 1964 in [Book 2030 at Page 239](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded August 20, 1964 in [Book 2030 at Page 240](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded December 22, 1966 in [Book 2160 at Page 111](#).
19. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement, recorded April 1, 1974 in [Book 2665 at Page 715](#) and Assignment recorded July 27, 1976 in [Book 2846 at Page 719](#).
20. Terms, agreements, provisions, conditions, obligations and easements as contained in Right-of-Way Easement to Mountain View Electric Association, Inc., recorded March 7, 1983 in [Book 3684 at Page 492](#).
21. 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](#).
22. ~~INTENTIONALLY DELETED: 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](#).~~
23. Terms, agreements, provisions, conditions and obligations as contained in Resolutions recorded January 3, 1996 at [Reception No. 96001104](#) and recorded December 20, 1996 at [Reception No. 96156842](#).



24. 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](#).
25. Any assessment or lien of Widefield Water & Sanitation District as disclosed by the instrument recorded June 20, 2005 at [Reception No. 205091663](#).
26. 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 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](#).
27. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 3, as set forth in Order and Decree organizing said district recorded December 2, 2004 at [Reception No. 204197513](#). Amended Order and Decree in connection therewith recorded December 2, 2004 at [Reception No. 204197520](#). Order of Inclusion in connection therewith recorded December 28, 2004 at [Reception No. 204209874](#); recorded April 15, 2005 at [Reception No. 205053570](#), recorded April 21, 2005 at [Reception No. 205056110](#) and at [Reception No. 205056116](#); and recorded April 21, 2005 at [Reception No. 205056117](#). Notice of Special District Authorization of Issuance of General Obligation Indebtedness, in connection therewith recorded November 23, 2004 at [Reception No. 204192908](#). Order and Decree of Correction recorded June 17, 2015 at [Reception No. 215062852](#), recorded May 26, 2016 at [Reception No. 216056939](#), recorded September 11, 2017 at [Reception No. 217109165](#).
28. 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](#).
29. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 5, as set forth in Order and Decree organizing said district as evidenced by instruments recorded December 2, 2004 at [Reception No. 204197515](#), recorded December 28, 2004 at [Reception No. 204209876](#), recorded April

15, 2005 at [Reception No. 205053572](#), recorded April 21, 2005 at [Reception No. 205056112](#) and at [Reception No. 205056118](#), recorded May 9, 2006 at [Reception No. 206068332](#),

30. 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 Number 205078708](#).
31. 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](#).

32. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded November 21, 2005 at [Reception No. 205186520](#).~~
33. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-434 recorded November 29, 2005 at [Reception No. 205190016](#).~~
34. Subject to the effect of the Lorson Ranch Overall Development and Phase Plan Maps recorded March 9, 2006 at [Reception No. 206035127](#).
35. ~~INTENTIONALLY DELETED: Terms, condition, provisions, agreements and obligations contained in the Ditch Relocation, Improvement and Easement Agreement recorded on August 8, 2006 at [Reception No. 206127024](#). Quit Claim Deeds from Fountain Mutual Irrigation Company recorded September 28, 2006 at [Reception No. 206143884](#), at [Reception No. 206143885](#) and at [Reception No. 206143886](#), purport to relinquish the existing easement to the present property owners.~~
36. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-028 (rezone) recorded on March 1, 2007 at [Reception No. 207028942](#).
37. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 07-119, recorded July 18, 2007 at [Reception No. 207095753](#).~~
38. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded September 7, 2007 at [Reception No. 207116858](#).~~
39. ~~INTENTIONALLY DELETED: Terms, agreements, rights, provisions, conditions, obligations and easements as contained in Right of Entry, recorded April 16, 2008 at [Reception No. 208043428](#).~~
40. Terms, agreements, provisions, conditions, obligations and easements as contained in Sanitary Sewer Easement Agreement, recorded May 14, 2008 at [Reception No. 208055334](#).
41. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitation Sewer Easement Agreement to Widefield Water and Sanitation District, recorded June 12, 2008 at [Reception No. 208067533](#).~~
42. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement, recorded June 12, 2008 at [Reception No. 208067660](#).~~

43. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions and obligations as contained in Carriage Meadows at Lorson Ranch Subdivision Planned Unit Development Guidelines and Design Guidelines recorded July 23, 2008 at [Reception No. 208083051](#).~~
44. ~~INTENTIONALLY DELETED: Notes, easements and restrictions as shown on the plat of Carriage Meadows at Lorson Ranch Subdivision PUD Rezone Development Plan recorded July 23, 2008 at [Reception No. 208083052](#).~~
45. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at [Reception No. 208120452](#).
46. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at [Reception No. 209141053](#) and at [Reception No. 209141158](#).~~
47. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at [Reception No. 209141164](#).~~
48. ~~INTENTIONALLY DELETED: Terms, conditions and provisions of Park Lands Agreement recorded April 19, 2011 at [Reception No. 211039089](#).~~
49. ~~INTENTIONALLY DELETED: Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 12-288, by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded August 24, 2011 at [Reception No. 211079059](#).~~
50. Terms, agreements, provisions, conditions and obligations as contained in Mineral Quit Claim Deeds November 16, 2012 at [Reception No. 212137047](#) and recorded December 5, 2012 at [Reception No. 212145159](#).
51. Terms, agreements, provisions, conditions, obligations and easements as contained in Drainage Easement, recorded April 23, 2013 at [Reception No. 213052476](#).
52. Terms, agreements, provisions, conditions, obligations and easements as contained in Water Delivery System Easement Agreement, recorded September 16, 2015 at [Reception No. 215101175](#) and at [Reception No. 215101176](#).
53. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association Inc., recorded January 19, 2016 at [Reception No. 216005098](#).~~
54. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association Inc., recorded January 19, 2016 at [Reception No. 216005099](#).~~
55. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 16-065, recorded March 4, 2016 at [Reception No. 216022298](#).~~
56. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions, obligations and easements as contained in El Paso County, Colorado Possession and Use Agreement, recorded March 4, 2016 at [Reception No. 216022299](#).~~

57. ~~INTENTIONALLY DELETED: Notes, easements and restrictions as shown on the ALTA/ACSM Land Title Survey recorded April 4, 2016 at [Reception No. 216900032](#).~~
58. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 17-96 recorded March 14, 2017 at [Reception No. 217029448](#) and Map recorded April 5, 2017 at [Reception No. 217038741](#).~~
59. ~~INTENTIONALLY DELETED: Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 17-262 recorded September 27, 2017 at [Reception No. 217116463](#).~~

**PARCELS C AND D:**

60. Terms, agreements, provisions, conditions and obligations as contained in Inclusion & Service Agreement between Widefield Water & Sanitation District and Lorson, LLC recorded May 31, 2005 at [Reception No. 205078708](#).
61. 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](#).
62. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement(s), recorded June 12, 2008 at [Reception No. 208067502](#); at [Reception No. 208067503](#); at [Reception No. 208067532](#); at [Reception No. 208067534](#); at [Reception No. 208067645](#); at [Reception No. 208067648](#).
63. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement(s), recorded June 12, 2008 at [Reception No. 208067652](#); at [Reception No. 208067656](#); at [Reception No. 208067657](#); at [Reception No. 208067667](#); at [Reception No. 208067672](#); and at [Reception No. 208067676](#).
64. Terms, agreements, provisions, conditions and obligations as contained in Pioneer Landing at Lorson Ranch Subdivision Planned Unit Development Guidelines recorded December 10, 2009 at [Reception No. 209141654](#).
65. 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](#).
66. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 12-126, by and before the Board of County Commissioners, County of El Paso, State of Colorado, regarding School Site Dedication Agreement recorded April 13, 2012 at [Reception No. 212042170](#).
67. Terms, agreements, provisions, conditions and obligations as contained in School Site Dedication Agreement recorded July 27, 2012 at [Reception No. 212047863](#).
68. 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](#).
69. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-118, by and

before the Board of County Commissioners, County of El Paso, State of Colorado recorded April 13, 2016 at [Reception No. 216037512](#).

70. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-228, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Rezone, recorded June 29, 2016 at [Reception No. 216070955](#).
71. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-229, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Preliminary Plan, recorded June 29, 2016 at [Reception No. 216070956](#); Resolution No. 16-313, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Final Plan, recorded August 30, 2016 at [Reception No. 216098747](#).
72. Matters as set forth and contained in the Lorson Ranch, Pioneer Landing Filing No. 2 and No. 3, PUD Development Plan Map recorded July 14, 2016 at [Reception No. 216077631](#) and recorded February 2, 2017 at [Reception No. 217013429](#).
73. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-307 recorded August 24, 2016 at [Reception No. 216095697](#) and re-recorded September 30, 2016 at [Reception No. 216113012](#).
74. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-456, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approving a Petition for Inclusion of property within the District - Pioneer Landing Filing No. 2 recorded December 15, 2016 at [Reception No. 216145947](#).
75. Terms, agreements, provisions, conditions, obligations and easements as contained in Public Right of Way Mailbox License Agreement, recorded January 5, 2017 at [Reception No. 217001494](#).
76. Terms, agreements, provisions, conditions, obligations and easements as contained in Public Right of Way Landscape License Agreement, recorded January 5, 2017 at [Reception No. 217001495](#).
77. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded January 5, 2017 at [Reception No. 217001496](#).
78. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded January 5, 2017 at [Reception No. 217001497](#).
79. 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 January 5, 2017 at [Reception No. 217001508](#) and any and all amendments and/or supplements thereto.
80. Easements, notes and notices as set forth on the plat of subdivision recorded January 5, 2017 at [Reception No. 217713888](#).
81. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.
82. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-038 recorded January 24, 2018 at [Reception No. 218009074](#).

83. Matters as shown on the Lorson Ranch East PUD Development & Preliminary Plan recorded February 15, 2018 at [Reception No. 218018251](#).
84. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 2, 2018 at [Reception No. 218024707](#) (Affects a portion of Tract J, Pioneer Landing at Lorson Ranch Filing No. 2).
85. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 6, 2018 at [Reception No. 218025811](#).
86. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 6, 2018 at [Reception No. 218025812](#).
87. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 6, 2018 at [Reception No. 218025813](#).
88. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049450](#).
89. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049451](#).
90. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049452](#).
91. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049453](#).
92. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049454](#).
93. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at [Reception No. 218049455](#).
94. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded October 2, 2018 at [Reception No. 218115300](#).
95. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded October 2, 2018 at [Reception No. 218115304](#).

**FOR INFORMATIONAL PURPOSES ONLY:**



**Lis Pendens recorded December 9, 2013 at [Reception No. 213146131](#) and Amended Rule and Order recorded May 23, 2016 at [Reception No. 216055186](#)**

**Deed recorded December 9, 2004 at [Reception No. 204201648](#).**

**Deed recorded December 13, 2017 as [Reception No. 217150656](#).**

**Deed recorded April 28, 2016 at [Reception No. 216044802](#).**

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.