

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

**Transmittal Information**

Date: 11/15/2017  
File No: 54291UTC  
Property Address: Carriage North (Platting), Colorado Springs, CO 80925  
Buyer\Borrower:  
Seller: CRADLAN, LLC, a Colorado Limited Liability Company  
LORSON LLC, a Colorado Limited Liability Company as Nominee for Lorson North Development Corp., a Colorado Corporation

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For changes and updates please contact your Title officer:

**Kara DeMasters**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: **719-520-0191**  
Fax: **719-955-7077**  
E-mail: **KDeMasters@etinv.com**

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**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**  
**DELIVERED VIA: E-MAIL**

**Buyer:**

**Seller:**  
**CRADLAN, LLC, a Colorado Limited Liability Company**  
**212 N. Wahsatch Ave., Suite 301**  
**Colorado Springs, CO 80903**  
**DELIVERED VIA: AGENT**  
**LORSON LLC, a Colorado Limited Liability Company as Nominee for Lorson North Development Corp., a Colorado Corporation**  
**212 N. Wahsatch Ave., Suite 301**  
**Colorado Springs, CO 80903**  
**DELIVERED VIA: AGENT**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**

**Phone: Fax:**

**Attn:**

**Attn:**

**Richard Schindler**

**Other:**

**DELIVERED VIA: E-MAIL**

**Other:**

**M&S Civil Consultants, Inc.  
20 Boulder Crescent, Suite 110  
Colorado Springs, CO 80901  
Phone: 719-955-5485  
Attn: Vernon Taylor  
DELIVERED VIA: E-MAIL**

**Thank you for using Unified Title Company, LLC.**



101 S. Sawatch, Suite 212, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax: 719-578-5060

## 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 how title to the property is legally held by current owner(s).

**No. 4: 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 Form

**COMMITMENT FOR TITLE INSURANCE**  
 Issued by


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

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

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

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

 A handwritten signature in black ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.
 

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font, with a stylized L-shaped graphic to the left, and "title guaranty company" in a smaller font below.



 A handwritten signature in black ink, appearing to read "Malcolm S. Morris", written over a horizontal line.
 

President

Countersigned:

A handwritten signature in black ink, appearing to read "K. H. H.", written over a horizontal line.

Authorized Countersignature

**Unified Title Company, LLC** (Company)  
 101 S. Sahwatch Street, Suite 212  
 Colorado Springs, CO

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 and 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**Unified Title Company, LLC**  
As agent for  
**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **October 24, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured:

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>To Be Determined. Search Fee End</i>	\$ <b>500.00</b>
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Total:	\$ <b>500.00</b>
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3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

**PARCELS: A AND C: CRADLAN, LLC, a Colorado Limited Liability Company**

**PARCELS: B, D AND E: LORSON LLC, a Colorado Limited Liability Company as Nominee for Lorson North Development Corp., a Colorado Corporation**

4. The land referred to in the Commitment is situated in the county of **El Paso**, State of **Colorado** and is described as follows:

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **Carriage North (Platting), Colorado Springs, CO 80925**

Countersigned  
**Unified Title Company, LLC**

By:



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**Kara DeMasters**



Verify that legal description is for the  
proposed plat area.

EXHIBIT "A"

East?

PARCELS A AND C:

THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF MARKSHEFFEL ROAD AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF FONTAINE BOULEVARD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 15, THENCE NORTH 89 DEGREES 52 MINUTES 46 SECONDS EAST ON THE EAST-WEST CENTERLINE OF SAID SECTION 15, A DISTANCE OF 2002.78 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MARKSHEFFEL ROAD, THENCE SOUTHERLY ON SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES:

- 1) SOUTH 4 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 605.33 FEET TO A POINT OF CURVATURE;
  - 2) ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5699.75 FEET, A CENTRAL ANGLE OF 10 DEGREES 40 MINUTES 00 SECONDS AND AN ARC LENGTH OF 1061.11 FEET;
  - 3) SOUTH 15 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 995.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF FONTAINE BOULEVARD; THENCE SOUTH 89 DEGREES 51 MINUTES 03 SECONDS WEST ON SAID RIGHT OF WAY LINE, BEING 30 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 1514.53 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST ON SAID WEST LINE, A DISTANCE OF 26606.54 FEET TO THE POINT OF BEGINNING;
- AND EXCEPTING ANY PORTION IN ROAD,

LESS AND EXCEPT THOSE PORTIONS CONVEYED IN DEEDS RECORDED AUGUST 15, 2007 AT RECEPTION NO. 207107320 AND AT RECEPTION NO. 207107321.

PARCELS B, D AND E:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14, THE NORTH HALF OF SECTION 23, THE NORTHEAST QUARTER OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 15, 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 WEST QUARTER OF SECTION 14; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 1343.61 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 6125 AT PAGE 823 OF THE RECORDS OF SAID EL PASO COUNTY, COLORADO; THENCE ALONG THE WEST AND SOUTHERLY LINES OF SAID PARCEL THE FOLLOWING SEVEN COURSES AND DISTANCES:

1. SOUTH 00 DEGREES 17 MINUTES 36 SECONDS EAST, 754.15 FEET;
2. NORTH 73 DEGREES 57 MINUTES 24 SECONDS EAST, 616.14 FEET;



3. SOUTH 66 DEGREES 21 MINUTES 36 SECONDS EAST, 210.07 FEET;  
4. SOUTH 24 DEGREES 20 MINUTES 36 SECONDS EAST, 269.26 FEET;  
5. SOUTH 35 DEGREES 58 MINUTES 36 SECONDS EAST, 168.70 FEET;  
6. SOUTH 60 DEGREES 45 MINUTES 36 SECONDS EAST, 1130.30 FEET;  
7. SOUTH 69 DEGREES 13 MINUTES 36 SECONDS EAST, 418.04 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 834.61 FEET TO A POINT TO THE LEFT HAVING A CENTRAL ANGLE OF 42 DEGREES 29 MINUTES 23 SECONDS, A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 697.09 FEET (THE CHORD OF WHICH BEARS SOUTH 68 DEGREES 45 MINUTES 19 SECONDS WEST, 681.22 FEET); THENCE SOUTH 47 DEGREES 30 MINUTES 37 SECONDS WEST, 625.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42 DEGREES 12 MINUTES 38 SECONDS, A RADIUS OF 1060.00 FEET; AN ARC LENGTH OF 780.92 FEET (THE CHORD OF WHICH BEARS SOUTH 68 DEGREES 36 MINUTES 56 SECONDS WEST, 763.37 FEET); THENCE SOUTH 89 DEGREES 43 MINUTES 15 SECONDS WEST, 1064.86 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 47 SECONDS WEST, 1079.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MARKSHEFFEL ROAD; THENCE NORTH 14 DEGREES 49 MINUTES 49 SECONDS EAST, 124.46 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE OF MARKSHEFFEL ROAD; THENCE NORTH 89 DEGREES 26 MINUTES 47 SECONDS EAST, 1046.63 FEET TO THE WEST LINE OF THE SOUTH HALF OF SAID SECTION 14; THENCE NORTH 00 DEGREES 16 MINUTES 28 SECONDS WEST, 2576.00 FEET ALONG SAID WEST LINE OF THE SOUTH HALF OF SECTION 14 TO THE POINT OF BEGINNING;

LESS AND EXCEPT THOSE PORTIONS CONVEYED IN DEEDS RECORDED AUGUST 15, 2007 AT RECEPTION NO. 207107319, AT RECEPTION NO. 207107320, AT RECEPTION NO. 207107321, AT RECEPTION NO. 207107322, AND AT RECEPTION NO. 207107323 AND RECORDED AUGUST 30, 2007 AT RECEPTION NO. 207113604 AND THOSE PORTIONS PLATTED AS PIONEER LANDING AT LORSON RANCH FILING NO. 1 RECORDED JANUARY 5, 2010 AT RECEPTION NO. 210713013, THE MEADOWS AT LORSON RANCH FILING NO. 2 RECORDED APRIL 19, 2011 AT RECEPTION NO. 211713116, THE MEADOWS AT LORSON RANCH FILING NO. 2A RECORDED SEPTEMBER 14, 2011 AT RECEPTION NO. 211713154, BUFFALO CROSSING FILING NO. 1 RECORDED NOVEMBER 29, 2012 AT RECEPTION NO. 212713273 AND BUFFALO CROSSING FILING NO. 2 RECORDED AUGUST 14, 2014 AT RECEPTION NO. 214713493.

Provide to this company an acceptable and insurable metes and bounds legal description of subject property prepared and certified by a Colorado Registered Land Surveyor, The above legal description is not insurable pursuant to the Underwriting Standards of Stewart Title Guaranty Company and Unified Title Company

# Stewart Title Guaranty Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 24, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

**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.**

# Stewart Title Guaranty Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 24, 2017 at 7:30am**

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
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. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, County of El Paso, any municipality, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Jimmy Camp Creek.
11. Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded June 21, 1943 at Reception No. 683051.
12. Terms, agreements, provisions, conditions, obligations and easements as contained in Right-of-Way Easement to Mountain View Electric Association, Inc., recorded December 26, 1962 in Book 1939 at Page 548.
13. 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.
14. Terms, agreements, provisions, conditions and obligations as contained in Deed recorded January 3, 2001 at Reception No. 201000705.
15. Notice of the actions of the Board of County Commissioners of El Paso County, Colorado approving a preliminary sketch plan for "Lorson Ranch at Jimmy Camp"(which encompasses all of the property described herein), as disclosed by Resolution No. 04-119, recorded April 6, 2004 at Reception No. 204055084. (Applies to the South half of Section 14).
16. Any assessment or lien of Widefield Water & Sanitation District as disclosed by the instrument recorded June 20, 2005 at Reception No.205091663.
17. 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, Resolution No. 07-356 recorded September 11, 2007 at Reception No. 207118189. 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. 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, General Disclosure recorded July 11, 2017 at Reception No. 217080960.
18. 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 21, 2005 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.

19. 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 recorded December 28, 2004 at Reception No. 204209875 and recorded September 11, 2017 at Reception No. 217109166.
20. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 7, as set forth in Order and Decree organizing said district recorded April 21, 2005 at Reception No. 205056114.
21. 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.
22. 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.
23. 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.
24. Subject to the effect of the Lorson Ranch Overall Development and Phase Plan Maps recorded March 9, 2006 at Reception No. 206035127.
25. 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.
26. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-028 (rezone) recorded on March 1, 2007 at Reception No. 207028942.
27. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 07-119, recorded July 18, 2007 at Reception No. 207095753.
28. 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.
29. 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.
30. 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.

31. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at Reception No. 208120452.
32. Terms, conditions and provisions of Park Lands Agreement recorded April 19, 2011 at Reception No. 211039089.
33. 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. 211079069.
34. 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.
35. 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.
36. 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.
37. 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.
38. Terms, agreements, provisions, conditions, obligations and easements as contained in Resolution No. 16-065, recorded March 4, 2016 at Reception No. 216022298.
39. 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.
40. Notes, easements and restrictions as shown on the ALTA/ACSM Land Title Survey recorded April 4, 2016 at Reception No. 216900032.
41. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

**FOR INFORMATIONAL PURPOSES ONLY:**

**PARCELS A & C:**

Deed recorded July 18, 2002 as Reception No. 202117263.

Deed of Trust from Cradlan, LLC (A Colorado limited liability company) to the Public Trustee of the County of El Paso for the use of Recon 1, LLC to secure \$220,133.49, dated July 15, 2002 and recorded July 18, 2002 at Reception No. 202117265 and re-recorded August 26, 2002 at Reception No. 202142152.

Assignment of Plans and Specifications thereto recorded July 18, 2002 at Reception No. 202117266.

Assignment of Development Assets thereto recorded July 18, 2002 at Reception No. 202117267.

**Deed of Trust from Cradlan Commercial, LLLP, a Colorado limited liability limited partnership to the Public Trustee of the County of El Paso for the use of L2 LLC, a Colorado limited liability company to secure \$305,154.00, dated December 1, 2005 and recorded February 13, 2006 at Reception No. 206022024.**

**PARCELS B, D & E:**

**Deed recorded December 9, 2004 as Reception No. 204201650.**

**Deed recorded November 18, 2009 as Reception No. 209133266.**

**Deed recorded August 10, 2010 as Reception No. 210076641.**

**Deed of Trust from Lorson North Development Corp., a Colorado corporation to the Public Trustee of the County of El Paso for the use of Lorson South Land Corp., a Colorado corporation to secure \$8,102,500.00, dated December 30, 2009 and recorded August 10, 2010 at Reception No. 210076642.**

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.

## DISCLOSURES

File No.: 54291UTC

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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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.

File No.: 54291UTC

CO Commitment Disclosure



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

## dsdrice (9)

East?

Verify that legal description is for the proposed plat area.

(Not a comment)

(Not a comment)

(Not a comment)

(Not a comment)

37

**Subject:** Ellipse  
**Page Label:** 14  
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(Not a comment)

36

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information doesn't match recorded document