

**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: 07/23/2018

File No: 59186UTC

Property Address: Creekside at Lorson Ranch (60 Lots), Colorado Springs, CO 80925

Buyer\Borrower: AVH Lot Holdings, LLC, a Colorado Limited Liability Company

Seller: Eagle Development Company, a Colorado corporation  
LORSON LLC, a Colorado limited liability company  
as nominee for Murray Fountain, LLC, a Colorado limited liability company  
LORSON LLC, a Colorado limited liability company  
as nominee for Lorson Conservation Investment 1, LLLP, a Colorado limited liability limited partnership  
LORSON LLC, a Colorado limited liability company  
as nominee for Heidi, LLC, a Colorado limited liability company

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

Escrow Officer:  
**Fred Deming**  
Unified Title Company, LLC  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-578-5900  
Fax: 719-578-5060  
E-Mail: [fdeming@unifiedtitle.com](mailto:fdeming@unifiedtitle.com)

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

**Katie Hunter**  
Unified Title Company, LLC  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-955-7080  
Fax: 719-578-5060  
E-Mail: [khunter@unifiedtitle.com](mailto:khunter@unifiedtitle.com)



There are requirements appearing in Schedule B-Section 1 which require special attention  
Item numbers needing attention: (e)

**Buyer:**  
AVH Lot Holdings, LLC, a Colorado Limited Liability Company  
7910 Gateway East, Suite 102  
El Paso, TX 79915

**Seller:**  
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 Murray Fountain, LLC, a Colorado limited liability company

**LORSON LLC, a Colorado limited liability company  
as nominee for Lorson Conservation Investment 1,  
LLLP, a Colorado limited liability limited partnership**

**LORSON LLC, a Colorado limited liability company  
as nominee for Heidi, LLC, a Colorado limited liability  
company**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:  
Cash Transaction**

**Mortgage Broker:**

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

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

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



101 S. Sahwatch Street, 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 registered trademark symbol, and "title guaranty company" in a smaller, lowercase, sans-serif font below it.

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: **July 10, 2018 at 7:30 am**
2. Policy or Policies to be issued:
  - A. ALTA 2006 OWNER'S POLICY \$ **\$3,690,000.00**  
 Proposed Insured: **AVH Lot Holdings, LLC, a Colorado Limited Liability Company**
  - B. ALTA 2006 LOAN POLICY \$  
 Proposed Insured:  

<i>Subdivider Rate</i>	<b>\$ 3,444.00</b>
<i>Tax Certificate</i>	<b>\$ 100.00</b>
<i>110.1-OEC Del.Except End (Own)</i>	<b>\$ Included</b>
Total:	<b>\$ 3,544.00</b>
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:  
**LORSON LLC, a Colorado limited liability company as nominee for Murray Fountain, LLC, a Colorado limited liability company**  
**LORSON LLC, a Colorado limited liability company as nominee for Lorson Conservation Investment 1, LLLP, a Colorado limited liability limited partnership**  
**LORSON LLC, a Colorado limited liability company as nominee for Heidi, LLC, a Colorado limited liability company**  
**Eagle Development Company, a Colorado corporation**
4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:  
**SEE ATTACHED EXHIBIT "A"**  
 For Informational Purposes Only: **Creekside at Lorson Ranch (60 Lots), Colorado Springs, CO 80925**

Countersigned  
**Unified Title Company, LLC**

By: 

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**Kara DeMasters**

**EXHIBIT "A"**

A parcel of land in the North half of Section 23, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Basis of Bearings used in this legal description is the East-West centerline of Section 23, being monumented at the quarter corner common to Sections 23 and 24 with a 3.25 inch aluminum cap on a No. 6 rebar stamped "T15S R65W, S23 S24, PLS 31161", and monumented at the quarter corner common to Sections 22 and 23 with a No. 6 rebar (no cap). Said centerline is assumed to bear S 89° 41' 54" W, 5319.46 feet.

Commencing at the quarter corner common to Sections 22 and 23; thence N 89° 41' 54" E along said centerline 142.46 feet to the Southeast corner of "Carriage Meadows South at Lorson Ranch Filing No. 1" as platted in the El Paso County records under Reception No. 218714083 and the point of beginning; thence along the Easterly lines of said "Carriage Meadows South at Lorson Ranch Filing No. 1" the following three (3) courses:

- (1) thence N 20° 36' 33" E, a distance of 560.24 feet to a point of curve;
- (2) thence along the arc of a curve to the left, said curve having a radius of 2169.98 feet, a central angle of 06° 34' 13" (the chord of which bears N 17° 19' 26" E, 248.71 feet), an arc distance of 248.84 feet to a point of tangent;
- (3) thence N 04° 02' 20" E along said tangent 295.75 feet to the Southwest corner of "The Meadows at Lorson Ranch Filing No. 4" as platted in the El Paso County records under Reception No. 215713698;

thence along the Southerly and Easterly lines of said "The Meadows at Lorson Ranch Filing No. 4" the following eight (8) courses:

- (1) thence N 89° 35' 58" E, a distance of 508.54 feet to a point of curve;
- (2) thence along the arc of a curve to the left, said curve having a radius of 948.17 feet, a central angle of 35° 42' 15" (the chord of which bears N 71° 44' 51" E, 581.34 feet), an arc distance of 590.86 feet to a point of tangent;
- (3) thence N 53° 53' 43" E along said tangent 488.36 feet to a point of curve;
- (4) thence along the arc of a curve to the right, said curve having a radius of 1058.48 feet, a central angle of 36° 19' 14" (the chord of which bears N 72° 03' 20" E, 659.81 feet), an arc distance of 670.99 feet;
- (5) thence N 44° 35' 58" E non-tangent to the previous course 35.36 feet;
- (6) thence N 00° 24' 02" W, a distance of 158.34 feet to a point of curve;
- (7) thence along the arc of a curve to the left, said curve having a radius of 566.89 feet, a central angle of 15° 51' 49" (the chord of which bears N 08° 19' 56" W, 156.45 feet), an arc distance of 156.96 feet;
- (8) thence N 73° 44' 10" E radial to the previous course 5.00 feet to the Westerly right of way line of "Old Glory Drive" as recorded in a Special Warranty Deed under Reception No. 208057388 in the El Paso County, Colorado records;

thence along the Westerly, Southerly and Easterly lines of said "Old Glory Drive" the following four (4) courses:

- (1) thence along the arc of a curve to the right, radial to the previous course, said curve having a radius of 571.99 feet, a central angle of 15° 51' 37" (the chord of which bears S 08° 19' 52" E, 157.83 feet), an arc distance of 158.33 feet to a point of tangent;
- (2) thence S 00° 24' 02" E along said tangent 183.34 feet;
- (3) thence N 89° 35' 58" E, a distance of 60.00 feet;
- (4) thence N 00° 24' 02" W, a distance of 40.01 feet to the Southwest corner of "Allegiant at Lorson Ranch" as platted under Reception No. 212713204 in the El Paso County, Colorado records.



thence along the Southerly lines of said "Allegiant at Lorson Ranch" the following two (2) courses;

- (1) thence S 45° 24' 02" E, a distance of 56.57 feet;
- (2) thence N 89° 35' 59" E, a distance of 594.34 feet to the Southwest corner of "The Meadows at Lorson Ranch Filing No. 3" as platted under Reception No. 213713396 in the El Paso County, Colorado records;

thence N 89° 29' 15" E along the Southerly line thereof 85.20 feet to the Westerly line of "Lorson Ranch East Filing No. 1" as platted under Reception No. \_\_\_\_\_ in the El Paso County, Colorado records; thence along the Westerly and Southerly lines of said "Lorson Ranch East Filing No. 1" the following six (6) courses:

- (1) thence S 00° 24' 02" E, a distance of 80.00 feet;
- (2) thence N 89° 35' 58" E, a distance of 14.76 feet;
- (3) thence S 45° 24' 02" E, a distance of 14.14 feet;
- (4) thence N 89° 35' 58" E, a distance of 60.00 feet;
- (5) thence N 51° 59' 14" E, a distance of 29.49 feet;
- (6) thence N 89° 35' 58" E, a distance of 693.52 feet;

thence S 21° 18' 01" W, a distance of 20.20 feet; thence S 11° 46' 57" W, a distance of 127.69 feet; thence S 00° 29' 43" W, a distance of 173.06 feet; thence S 11° 17' 09" W, a distance of 285.14 feet; thence S 31° 55' 05" W, a distance of 182.34 feet; thence S 58° 54' 51" E, a distance of 4.71 feet; thence S 31° 05' 09" W, a distance of 90.00 feet; thence S 76° 28' 55" W, a distance of 247.86 feet; thence N 82° 16' 06" W, a distance of 188.62 feet; thence S 77° 50' 20" W, a distance of 405.01 feet; thence S 60° 55' 25" W, a distance of 219.41 feet; thence S 17° 08' 25" W, a distance of 123.42 feet; thence S 85° 20' 33" W, a distance of 169.20 feet; thence N 65° 32' 01" W, a distance of 188.46 feet; thence N 44° 43' 03" W, a distance of 230.04 feet; thence N 88° 34' 10" W, a distance of 160.16 feet to a point of curve; thence along the arc of a curve to the left, said curve having a radius of 215.00 feet, a central angle of 74° 59' 26" (the chord of which bears S 53° 56' 07" W, 261.74 feet), an arc distance of 281.40 feet to a point of tangent; thence S 16° 26' 24" W along said tangent 116.82 feet; thence S 83° 30' 09" W, a distance of 446.06 feet; thence N 77° 01' 58" W, a distance of 350.83 feet; thence S 28° 55' 26" W, a distance of 265.02 feet; thence S 36° 43' 29" W, a distance of 311.41 feet to the East-West centerline of Section 23; thence S 89° 41' 54" W along said centerline 749.79 feet to the point of beginning.

# Stewart Title Guaranty Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **July 10, 2018 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.
- (e) **Disposition of Lis Pendens, pursuant to C.R.S. 38-35-110 and Colorado Rule of Civil Procedure 105(f), by Court determination, disclaimer by all parties, final judgment or certificate of dismissal issued by the Clerk of the Court in Civil Action No. LORSON, LLC, a Colorado limited liability company in the MURRAY FOUNTAIN, LLC, a Colorado limited liability company Court of the County of El Paso, entitled City of Colorado Springs, Colorado vs. LORSON LLC, a Colorado limited liability company, as nominee for Murray Fountain, LLC, a Colorado limited liability company, and as nominee for Lorson Conservation Investments 2, LLLP, a Colorado limited liability limited partnership; WIDEFIELD WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado; and ROBERT C. BALINK, El Paso County Treasurer, and expiration of any appeal period. Notice of Lis Pendens recorded December 9, 2013 at Reception No. 213146131. Amended Rule and Order recorded May 23, 2016 at Reception No. 216055186**
- (f) **Delivery to the Company for inspection and approval prior to closing, the following documents for LORSON LLC, a Colorado limited liability company:**
  - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**
  - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**

- (g) **Delivery to the Company for inspection and approval prior to closing, the following documents for MURRAY FOUNTAIN LLC, a Colorado limited liability company:**

(1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**

**NOTE: Statement of Authority for recorded June 28, 2018 at Reception No. 218074468 designates LeRoy Landhuis, Manager or Dave Cocolin, Manager, authority limited in #5 therein, or Jeff Mark, Authorized Signing Agent, authority limited in #5 therein.**

- (h) **Delivery to the Company for inspection and approval prior to closing, the following documents for Lorson Conservation Investment 1, LLLP, a Colorado limited liability limited partnership:**

(1) **Copy of the current Partnership Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**

(2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**

**NOTE: There is a Statement of Authority of record, however, it was recorded more than 2 years prior to the date of this commitment. The Underwriter hereunder requires a new Statement of Authority to be recorded at this time.**

- (i) **Recordation of a properly executed plat or recorded exemption of the land described herein with the approval of the proper governing authorities noted thereon.**

**NOTE: When the above requirement has been complied with, the description at Item No. 4 of Schedule A will be amended.**

**NOTE: This commitment, and the policy to be issued are subject to such further requirements and/or exceptions as may be necessary upon review of the plat by the Company, its agents or subsidiaries.**

- (j) **Recordation of properly executed Covenants, Conditions and Restrictions Declaration, if any.**
- (k) **Deed from LORSON LLC, a Colorado limited liability company as nominee for Murray Fountain, LLC, a Colorado limited liability company and LORSON LLC, a Colorado limited liability company as nominee for Lorson Conservation Investment 1, LLLP, a Colorado limited liability limited partnership to Eagle Development Company, a Colorado corporation.**
- (l) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

**NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.**

**NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.**

**NOTE: Said document must be executed by an Officer of the Corporation or other authority as designated by the By-Laws or by Corporate Resolution.**

**REQUIREMENTS NOT TO BE RECORDED:**

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. A SATISFACTORY PLAT MUST BE FURNISHED TO THE COMPANY. EXCEPTION WILL BE TAKEN TO ADVERSE MATTERS DISCLOSED THEREBY.**
- C. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**
- D. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Standard Owner's Policy and Endorsement Form 110.1, which will provide Owner's Extended Coverage.**
- F. *Evidence satisfactory to the Company that there are no assessments for common expenses or other fees which remain unpaid or otherwise constitute a lien on subject property.***

**FOR INFORMATIONAL PURPOSES ONLY:**

**24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:**

**Deed recorded December 9, 2004 at Reception No. 204201647.  
Deed recorded December 9, 2004 at Reception No. 204201648.  
Deed recorded December 9, 2004 at Reception No. 204201653.  
Deed recorded December 21, 2017 at Reception No. 217154370.**

**NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.**

# Stewart Title Guaranty Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 10, 2018 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. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the 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 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 Cap 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 Cap Creek or indicating any alterations of the same as from time to time may have occurred.

11. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, 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.
12. Reservation as contained in Deed recorded August 28, 1922 in Book 683 at Page 88.
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way Easement to Mountain View Association, Inc., recorded March 7, 1983 in Book 3684 at Page 492.
14. Any loss, damage and rights of others in and to Sterling Ranch Road which traverses the subject property.
15. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 95-415, General 109 recorded January 3, 1996 at Reception No. 96001104 and Resolution No. 96-446, General -123 recorded December 20, 1996 at Reception No. 96156842.
16. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-119 (Lorson Ranch at Jimmy Camp Sketch Plan Approval) recorded April 6, 2011 at Reception No. 204055084 and Amendment recorded January 29, 2014 at Reception No. 214007624.
17. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 04-366 (Consolidated Service Plan for Lorson Ranch Metropolitan District Nos. 1-7) recorded on September 3, 2004 at Reception No. 204150548, Amended Service Plan - Resolution No. 07-233 recorded July 17, 2007 at Reception No. 207095523.
18. Any assessment or lien of Lorson Ranch Metropolitan District No. 3, as disclosed by the Order and Decree recorded on December 28, 2004 at Reception No. 204209874 and as amended by instruments recorded April 21, 2005 at Reception No. 205056110, Reception No. 205056116, recorded June 17, 2015 at Reception No. 215062852, recorded May 26, 2016 at Reception No. 216056939, recorded July 11, 2017 at Reception No. 217080960, recorded September 11, 2017 at Reception No. 217109165
19. Any assessment or lien of Lorson Ranch Metropolitan District No. 4, as disclosed by the Order and Decree recorded on December 28, 2004 at Reception No. 204209875 and as amended by instruments recorded April 21, 2005 at Reception No. 205056111, at Reception No. 205056117, recorded July 11, 2017 at Reception No. 217080960
20. Terms, conditions, provisions, 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.

21. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement No. 1 - Lorson Ranch recorded on August 19, 2005 at Reception No. 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, Resolution No. 05-336 recorded September 11, 2007 at Reception No. 207118189, Resolution No. 08-228 recorded May 20, 2008 at Reception No. 208057388, Resolution No. 09-115 recorded April 8, 2009 at Reception No. 209035762, Resolution No. 10-473 recorded November 19, 2010 at Reception No. 210117602.
22. The effect of the Lorson Ranch Overall Development and Phasing Plan Maps recorded March 9, 2006 at Reception No. 206035127 and December 28, 2006 at Reception No. 206187069.
23. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 06-165 (Approval Prelim Plan) recorded June 1, 2006 at Reception No. 206080469.
24. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 06-164 (Rezone) recorded June 12, 2006 at Reception No. 206086499.
25. Terms, conditions, 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 Sanitary Sewer Easement Agreement recorded May 14, 2008 at Reception No. 208055334.
27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (Rezone) recorded on November 5, 2008 at Reception No. 208120452.
28. Terms, conditions, provisions, agreements and obligations contained in the Water and Sanitary Sewer Easement Agreement recorded December 9, 2009 at Reception No. 209141033. Vacation of Portion of Easement recorded December 7, 2015 at Reception No. 215131277.
29. Terms, conditions, provisions, agreements and obligations contained in the Water and Sanitary Sewer Easement Agreement recorded December 9, 2009 at Reception No. 209141043. Vacation of Portion of Easement recorded February 20, 2013 at Reception No. 213022819.
30. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at Reception No. 209141153.
31. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at Reception No. 209141158.
32. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at Reception No. 209141164.

33. **Terms, conditions, provisions, agreements and obligations contained in the Development Agreement No. 2 recorded March 22, 2010 at Reception No. 210025931 and re-recorded April 20, 2010 at Reception No. 210036301. Resolution No. 10-94 to Revise Development Agreement No. 2 recorded October 12, 2010 at Reception No. 210101176.**
34. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 12-200 recorded June 18, 2012 at Reception No. 212069857.**
35. **Terms, conditions, provisions, agreements and obligations contained in the Mineral Quitclaim Deeds recorded November 16, 2012 at Reception No. 212137045, at Reception No. 212137046, at Reception No. 212137047, at Reception No. 212137051, at Reception No. 212137058, at Reception No. 212137059 and recorded December 5, 2012 at Reception No. 212145159.**
36. **Terms, agreements, provisions, conditions, obligations and easements as contained in Drainage Easement, recorded April 23, 2013 at Reception No. 213052476.**
37. **Any assessment or lien of Security Fire Protection District as disclosed by the instrument recorded July 31, 2013 at Reception No. 213098578 and as amend by instrument recorded November 20, 2013 at Reception No. 213140853.**
38. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-038 recorded January 24, 2018 at Reception No. 218009074 and Lorson Ranch East PUD Development & Preliminary Plan recorded February 15, 2018 at Reception No. 218018251.**

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

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Order No.: **59186UTC**

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 3-5-1, Paragraph C of Article VII 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 Unified Title Company, LLC 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 Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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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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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 Number: 59186UTC

Disclosures Rev. 10/99

## 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.