

# EL PASO COUNTY



## Receipt for Fees Paid

Planning and Community Development Department

2880 International Circle, Suite 110, Colorado Springs, Colorado 80910  
Office (719) 520-6300

Date 2/28/18

Customer: EAGLE DEVELOPMENT COMPANY  
212 N. WAHSATCH AVE STE 301  
COLORADO SPRG, CO

Receipt No. 521095

Processed by TL

Check No. 2359

Payment Method CHECK

Item	Description	Prefix	Type	Rate	Qty	Amount
K28	Mylar Pages (each page)			13.00	1	13.00
K29	Mylar/Plat Copies (per page)			8.00	1	8.00
K30	Park Fees/Regional 4			4,884.00	1	4,884.00
K30	Park Fees/Urban			2,544.00	1	2,544.00
2	PROJECT NAME: PIONEER LANDING AT LORSON RANCH FILING 3					0.00

<b>Total \$7,449.00</b>
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MARK LOWDERMAN, EL PASO COUNTY TREASURER  
Receipt:Certificate of Taxes  
REFERENCE CERTIFICATE: 5514425018  
Machine: 1 Rct: 17 Media: CKC

Date: 02/08/2018 ^ (8.(A

Treas Fee	:	10.00
TOTAL PAID	:	10.00

55144-25-018  
EAGLE DEVELOPMENT COMPANY  
212 N WAHSATCH AVE STE 301  
COLORADO SPRINGS, CO 80903

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**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-25-018

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EAGLE DEVELOPMENT COMPANY

Property Type: Real Estate

Property Location: 6192 DECKER DR

Property Description: TR: K PIONEER LANDING AT LORSON RANCH FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	350
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>350</b>

<u>Tax District: DGD</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2.67
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.12
WIDEFIELD SCHOOL NO 3 - GEN	0.042440	14.85
WIDEFIELD SCHOOL NO 3 - BOND	0.011972	4.19
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004935	1.73
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	0.69
SECURITY FIRE PROTECTION	0.010002	3.50
SOUTHEASTERN COLO WATER CONSERVANCY	0.000939	0.33
* LORSON RANCH METRO #3	0.065112	22.79
EL PASO COUNTY PID #2	0.010000	3.50
<b>TOTAL</b>	<b>0.155338</b>	<b>54.37</b>

\*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 54.37

**Amount due valid through** FEBRUARY 28th, 2018 : \$ 54.37

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 07th day of FEBRUARY A.D. 2018

Issued to: epcltrsparker Treasurer  
EAGLE DEV COMPANY

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180207 58370

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-25-018

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EAGLE DEVELOPMENT COMPANY

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Property Description: TR: K PIONEER LANDING AT LORSON RANCH FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	350
Improvement	\$	0
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<u>Tax District:</u> DGD	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2.67
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Issued to: epc\trsparker Treasurer  
EAGLE DEV COMPANY

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180207 58370

By: 

**COPY**

MARK LOWDERMAN, EL PASO COUNTY TREASURER  
Receipt: Certificate of Taxes  
REFERENCE CERTIFICATE: 5514408090  
Machine: 1 Rct: 16 Media: CKC

Date: 02/08/2018 ^ (8.(A

Treas Fee	:	10.00
TOTAL PAID	:	10.00

55144-08-090  
EAGLE DEVELOPMENT COMPANY  
212 N WAHSATCH AVE STE 301  
COLORADO SPRINGS, CO 80903

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# CERTIFICATE AD VALOREM PROPERTY TAXES COUNTY OF EL PASO, STATE OF COLORADO

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-08-090

2017 TAXES PAYABLE 2018

Owner Per Tax Record: EAGLE DEVELOPMENT COMPANY  
 Property Type: Real Estate  
 Property Location: 6195 DECKER DR  
 Property Description: TR G PIONEER LANDING AT LORSON RANCH FIL NO 2

**Alerts:**  


<u>Assessed Value</u>		
Land	\$	290
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>290</b>

<u>Tax District:</u> <b>DGD</b>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2.21
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.10
WIDEFIELD SCHOOL NO 3	0.042440	12.31
WIDEFIELD SCHOOL NO 3 - GEN	0.011972	3.47
WIDEFIELD SCHOOL NO 3 - BOND	0.004935	1.43
WIDEFIELD SCHOOL NO 3 - COM CTR	0.001973	0.57
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.010002	2.90
SECURITY FIRE PROTECTION	0.000939	0.27
SOUTHEASTERN COLO WATER CONSERVANCY	0.065112	18.88
* LORSON RANCH METRO #3	0.010000	2.90
EL PASO COUNTY PID #2		
<b>TOTAL</b>	<b>0.155338</b>	<b>45.04</b>

\*Temporary tax rate reduction/tax credit  
 Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

**Balance due on 2017 taxes:** 45.04

**Amount due valid through** FEBRUARY 28th, 2018 : \$ 45.04

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 07th day of FEBRUARY A.D. 2018

Issued to: epctrsparker    Treasurer  
 EAGLE DEV COMPANY

Mark Lowderman  
 Treasurer, El Paso County

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-08-090

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EAGLE DEVELOPMENT COMPANY

Property Type: Real Estate

Property Location: 6195 DECKER DR

Property Description: TR G PIONEER LANDING AT LORSON RANCH FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	290
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>290</b>

<u>Tax District:</u> DGD	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	2.21
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.10
WIDEFIELD SCHOOL NO 3	0.042440	12.31
WIDEFIELD SCHOOL NO 3 - GEN	0.011972	3.47
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* LORSON RANCH METRO #3	0.010000	2.90
EL PASO COUNTY PID #2		
<b>TOTAL</b>	<b>0.155338</b>	<b>45.04</b>

\*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2017 taxes: 45.04

**Amount due valid through** FEBRUARY 28th, 2018 : \$ 45.04

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 07th day of FEBRUARY A.D. 2018

Issued to: epcltrsparker Treasurer  
EAGLE DEV COMPANY

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180207 58330

By: 

**COPY**

MARK LOWDERMAN, EL PASO COUNTY TREASURER  
Receipt: Certificate of Taxes  
REFERENCE CERTIFICATE: 5514408091  
Machine: 1 Rct: 15 Media: CKC

Date: 02/08/2018 ^ (8. (A

Treas Fee	:	10.00
TOTAL PAID	:	10.00

55144-08-091  
EAGLE DEVELOPMENT COMPANY  
212 N WAHSATCH AVE STE 301  
COLORADO SPRINGS, CO 80903

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**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-08-091

**2017 TAXES PAYABLE 2018**

**Owner Per Tax Record:** EAGLE DEVELOPMENT COMPANY

**Property Type:** Real Estate

**Property Location:** 6141 DECKER DR

**Property Description:** TR H PIONEER LANDING AT LORSON RANCH FIL NO 2

**Alerts:**

<u>Assessed Value</u>		
Land	\$	1430
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>1430</b>

<u>Tax District:</u> DGD	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	10.92
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.47
WIDEFIELD SCHOOL NO 3 - GEN	0.042440	60.69
WIDEFIELD SCHOOL NO 3 - BOND	0.011972	17.12
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004935	7.06
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	2.82
SECURITY FIRE PROTECTION	0.010002	14.30
SOUTHEASTERN COLO WATER CONSERVANCY	0.000939	1.34
* LORSON RANCH METRO #3	0.065112	93.11
EL PASO COUNTY PID #2	0.010000	14.30
<b>TOTAL</b>	<b>0.155338</b>	<b>222.13</b>

\*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

**Balance due on 2017 taxes:** 222.13

**Amount due valid through** FEBRUARY 28th, 2018 : \$ 222.13

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 07th day of FEBRUARY A.D. 2018

Issued to: epc\trsparker Treasurer  
EAGLE DEV COMPANY

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180207 58293

By: 

**CERTIFICATE AD VALOREM PROPERTY TAXES  
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

**Schedule (Account) No:** 55144-08-091

**2017 TAXES PAYABLE 2018**

Owner Per Tax Record: EAGLE DEVELOPMENT COMPANY

Property Type: Real Estate

Property Location: 6141 DECKER DR

Property Description: TR H PIONEER LANDING AT LORSON RANCH FIL NO 2

Alerts:

<u>Assessed Value</u>		
Land	\$	1430
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>1430</b>

<u>Tax District: DGD</u>	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007635	10.92
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.47
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<b>TOTAL</b>	<b>0.155338</b>	<b>222.13</b>

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**Amount due valid through** FEBRUARY 28th, 2018 : \$ 222.13

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 07th day of FEBRUARY A.D. 2018

Issued to: epcltrsparker Treasurer  
EAGLE DEV COMPANY

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00 20180207 58293

**COPY** By: 

**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: 02/07/2018  
File No: 51275UTC  
Property Address: TBD (3 Tracts in Pioneer Landing at LR FII 2),  
Colorado Springs, CO  
Buyer\Borrower:  
Seller: Eagle Development Company, a Colorado Corporation

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For changes and updates please contact your Title officer:

**Laura Florek**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: 719-520-0191  
Fax: 719-955-7077  
E-mail: lflorek@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:**  
**Eagle Development Company, a Colorado Corporation**  
**212 North Wahsatch Avenue, Suite 301**  
**Colorado Springs, CO 80903**  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

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

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

**Changes: Update Effective Date, Vesting, Sch B Paragraphs 45 & 46  
Thank you for using Unified Title Company, LLC.**



101 S. Sawatch 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 (6-17-06)  
COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
**WESTCOR LAND  
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California 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 (6) 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 policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:  
**Unified Title Company, LLC**  
  
101 S. Sawatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-578-5900

**WESTCOR TITLE INSURANCE COMPANY**

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-5842



By: Mary O'Donnell  
President  
Attest: Patricia J. Power  
Secretary

## CONDITIONS AND STIPULATIONS

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

## STANDARD EXCEPTIONS

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

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

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

**Unified Title Company, LLC**  
As agent for  
**Westcor Land Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **January 29, 2018 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</i>	\$ 250.00
<i>Additional Premium</i>	\$ 300.00
<i>Date Down End.</i>	\$ 50.00
<hr/>	
Total:	\$ 600.00

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:  
**Eagle Development Company, a Colorado Corporation, as to Tracts E and I**

**Widefield School District 3, as to Tract J**

~~**El Paso County by and through the Board of County Commissioners of El Paso County, as to Tract J**~~

~~**Lorson, LLC, a Colorado limited liability company, as to the remaining**~~

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: **TBD (3 Tracts in Pioneer Landing at LR FII 2), Colorado Springs, CO**



Countersigned  
**Unified Title Company, LLC**

By: *Alicia Simon*

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**Alicia Simon**

EXHIBIT "A"

Tract E, Pioneer Landing at Lorson Ranch Filing No. 2, County of El Paso, State of Colorado.

Tract I, Pioneer Landing at Lorson Ranch Filing No. 2, County of El Paso, State of Colorado.

Tract J, Pioneer Landing at Lorson Ranch Filing No. 2, County of El Paso, State of Colorado.

AND-

~~A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 14, AND TOGETHER WITH A PORTION OF THE SOUTH ONE-HALF (S1/2) OF SECTION 13, AND TOGETHER WITH A PORTION OF THE NORTH ONE-HALF (N1/2) OF SECTION 24, AND TOGETHER WITH A PORTION OF THE NORTH ONE-HALF (N1/2) OF SECTION 23, ALL IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO BEING MORE DESCRIBED AS FOLLOWS:-~~

~~COMMENCING AT THE NORTHEAST CORNER OF "PIONEER LANDING AT LORSON RANCH FILING NO. 1", MONUMENTED BY A REBAR AND ORANGE SURVEYORS CAP STAMPED "RAMPART PLS-26965" FROM WHICH THE EAST ONE-QUARTER CORNER (E1/4) OF SAID SECTION 14, AS MONUMENTED BY A 2-1/2" PIPE WITH 3" GALVANIZED SCREW ON CAP ONLY PARTIALLY-STAMPED, BEARS N89°42'02"E, A DISTANCE OF 1873.45 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;~~

~~THENCE N89°42'02"E ALONG THE NORTH LINE OF "PIONEER LANDING AT LORSON RANCH FILING NO. 2", A DISTANCE OF 1460.77 FEET TO THE NORTHWEST CORNER OF TRACT E AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;~~

~~THENCE CONTINUING N89°42'02"E ALONG THE NORTH LINE OF TRACT E AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 14, A DISTANCE OF 412.68 FEET TO THE EAST QUARTER CORNER THEREOF;~~

~~THENCE N89°32'06"E, ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SECTION 13, A DISTANCE OF 2686.16 FEET;~~

~~THENCE S00°52'02"E A DISTANCE OF 266.98 FEET TO A POINT OF CURVE;~~

~~THENCE ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 51°09'19", (THE LONG CHORD OF WHICH BEARS S26°26'41"E A DISTANCE OF 460.23 FEET), AN ARC DISTANCE OF 475.88 FEET TO A POINT OF TANGENCY;~~

~~THENCE S52°01'21"E A DISTANCE OF 254.47 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 100 FOOT WIDE ELECTRICAL EASEMENT RECORDED IN BOOK 2665 AT PAGE 715 OF THE EL PASO COUNTY, COLORADO RECORDS;~~

~~THENCE S38°22'41"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 1384.65 FEET TO THE NORTHEASTERLY CORNER OF TRACT I "PIONEER LANDING AT LORSON RANCH FILING NO. 2";~~

~~THENCE S38°22'41"W, A DISTANCE OF 0.03 FEET;~~

~~THENCE S18°59'47"W, ALONG THE EASTERLY LINE THEREOF, 99.98 FEET;~~

~~THENCE N70°06'29"W, ALONG THE SOUTHERLY LINE OF SAID TRACT I, A DISTANCE OF 34.99 FEET;~~

~~THENCE S38°22'41"W, ALONG THE NORTHWESTERLY LINE OF AFORESAID 100 FOOT WIDE ELECTRICAL EASEMENT, 447.46 FEET TO THE EAST CORNER OF THAT PARCEL DESCRIBED IN SPECIAL WARRANTY DEED UNDER RECEPTION NO. 206041590 OF THE EL PASO COUNTY RECORDS;~~

~~THENCE N51°37'27" W ALONG THE NORTHEASTERLY LINE THEREOF, A DISTANCE OF 295.16 FEET TO THE NORTH CORNER THEREOF;~~  
~~THENCE S38°22'33" W ALONG THE NORTHWESTERLY LINE THEREOF, A DISTANCE OF 295.16 FEET THE WEST CORNER THEREOF;~~  
~~THENCE S51°37'28" E ALONG THE SOUTHWESTERLY LINE, A DISTANCE OF 295.16 FEET TO THE SOUTH CORNER THEREOF ON THE WESTERLY LINE OF AFORESAID 100 FOOT WIDE ELECTRICAL EASEMENT;~~  
~~THENCE S38°22'41" W ALONG THE NORTHWESTERLY LINE THEREOF, A DISTANCE OF 2995.68 FEET TO A POINT OF A NON-TANGENTIAL CURVE;~~  
~~THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 11°45'40", (THE LONG CHORD OF WHICH BEARS N58°05'27" W A DISTANCE OF 159.83 FEET), AN ARC DISTANCE OF 160.11 FEET TO A POINT OF TANGENCY;~~  
~~THENCE N52°12'37" W A DISTANCE OF 365.17 FEET TO A POINT OF CURVE;~~  
~~THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 51°48'35", (THE LONG CHORD OF WHICH BEARS N26°18'20" W A DISTANCE OF 519.88 FEET), AN ARC DISTANCE OF 538.03 FEET, TO A POINT OF TANGENCY;~~  
~~THENCE N00°24'02" W A DISTANCE OF 473.91 FEET TO A POINT OF CURVE;~~  
~~THENCE ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", (THE LONG CHORD OF WHICH BEARS N45°24'02" W A DISTANCE OF 28.28 FEET), AN ARC DISTANCE OF 31.42 FEET, TO A POINT OF TANGENCY;~~  
~~THENCE S89°35'58" W A DISTANCE OF 133.65 FEET;~~  
~~THENCE N86°49'27" W A DISTANCE OF 128.25 FEET;~~  
~~THENCE S89°35'58" W A DISTANCE OF 232.72 FEET;~~  
~~THENCE N00°24'06" W A DISTANCE OF 72.00 FEET TO THE SOUTHEAST CORNER OF "THE MEADOWS AT LORSON RANCH FILING NO. 3" ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 213713396 IN THE EL PASO COUNTY RECORDS;~~  
~~THENCE ALONG THE EASTERLY LINES THEREOF THE FOLLOWING THIRTEEN (13) COURSES;~~  
~~(1) THENCE N16°01'58" E A DISTANCE OF 99.99 FEET;~~  
~~(2) THENCE N27°11'53" E A DISTANCE OF 50.51 FEET;~~  
~~(3) THENCE N04°50'55" E A DISTANCE OF 216.26 FEET TO A POINT OF CURVE;~~  
~~(4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 269.76 FEET, A CENTRAL ANGLE OF 64°17'45", (THE LONG CHORD OF WHICH BEARS N34°59'08" E A DISTANCE OF 287.09 FEET), AN ARC DISTANCE OF 302.72 FEET, TO A POINT OF REVERSE CURVE;~~  
~~(5) THENCE ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 30.49 FEET, A CENTRAL ANGLE OF 56°04'49", (THE LONG CHORD OF WHICH BEARS N38°38'23" E A DISTANCE OF 28.67 FEET), AN ARC DISTANCE OF 29.84 FEET, TO A POINT OF REVERSE CURVE;~~  
~~(6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 349.56 FEET, A CENTRAL ANGLE OF 44°40'15", (THE LONG CHORD OF WHICH BEARS N41°02'22" E A DISTANCE OF 265.69 FEET), AN ARC DISTANCE OF 272.54 FEET;~~  
~~(7) THENCE N44°09'15" E NON-TANGENT TO THE PREVIOUS COURSE, A DISTANCE OF 20.09 FEET;~~  
~~(8) THENCE N06°46'10" E A DISTANCE OF 174.78 FEET;~~  
~~(9) THENCE N00°18'49" E A DISTANCE OF 51.25 FEET;~~  
~~(10) THENCE N54°41'02" W A DISTANCE OF 36.93 FEET;~~  
~~(11) THENCE N20°11'38" E A DISTANCE OF 214.89 FEET;~~  
~~(12) THENCE N10°51'46" E A DISTANCE OF 291.60 FEET;~~  
~~(13) THENCE N00°24'02" W A DISTANCE OF 232.81 FEET TO THE NORTHEAST CORNER OF AFORESAID "THE MEADOWS AT LORSON RANCH FILING NO. 3";~~  
~~THENCE S89°35'58" E ALONG THE NORTH LINE THEREOF, A DISTANCE OF 492.32 FEET TO THE SOUTHEAST CORNER OF FONTAINE BOULEVARD AS DESCRIBED IN SPECIAL WARRANTY DEED UNDER RECEPTION NO. 207107323 IN THE RECORDS OF EL PASO COUNTY, COLORADO;~~

~~THENCE N00°24'02" W ALONG THE EAST LINE THEREOF, A DISTANCE OF 130.00 FEET TO THE  
NORTHWEST CORNER OF AFORESAID TRACT I, "PIONEER LANDING AT LORSON RANCH FILING  
NO. 2";~~

~~THENCE S89°35'58" W ALONG THE NORTH LINE THEREOF, A DISTANCE OF 531.67 FEET TO THE  
SOUTHWEST CORNER OF TRACTE, "PIONEER LANDING AT LORSON RANCH FILING NO. 2";~~

~~THENCE ALONG THE WESTERLY LINES THEREOF THE FOLLOWING FOUR (4) COURSES;~~

~~(1) THENCE N08°50'55" E A DISTANCE OF 436.63 FEET;~~

~~(2) THENCE N42°43'39" E A DISTANCE OF 313.13 FEET;~~

~~(3) THENCE N45°28'23" E A DISTANCE OF 55.11 FEET;~~

~~THENCE N00°17'57" W A DISTANCE OF 939.47 FEET TO THE POINT OF BEGINNING.~~

~~SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 274.585 ACRES MORE OR LESS.~~

## Westcor Land Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **January 29, 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.

**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.**

## Westcor Land Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **January 29, 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."

#### **THE FOLLOWING AFFECTS Pioneer Landing at Lorson Ranch Filing No. 2:**

9. **Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as set forth in U.S. Patent Document No. 30, BLM Serial No. SCS-0395-176, issued November 26, 1895 to Edwin S. Randall, as posted in the Bureau of Land Management, General Land Office Records, recorded June 4, 1904 in Book 54 at Page 68 in the El**

Paso County records.

10. 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. Resolution No. 04-507, by and before the Board of County Commissioners, County of El Paso, State of Colorado, disclaiming interest recorded November 24, 2004 at Reception No. 204193597. Disclaimer in connection therewith recorded November 24, 2004 at Reception No. 204193598.
11. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-119, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded April 6, 2004 at Reception No. 204055084. Resolution No. 12-196, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded August 6, 2012 at Reception No. 212090407. Fifth Amended Development Agreement, in connection therewith recorded January 29, 2014 at Reception No. 214007624. Resolution No. 15-091, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded March 04, 2015 at Reception No. 215020531.
12. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-366, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded September 3, 2004 at Reception No. 204150548. Resolution No. 05-336, Approving Development Agreement, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded August 24, 2005 at Reception No. 205131973. Corrected Version of said Resolution No. 05-336 in connection therewith recorded August 25, 2005 at Reception No. 205132869. Resolution No. 07-223, Approving Amended Service Plan, Lorson Ranch Metropolitan Districts 1-7, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded July 17, 2007 at Reception No. 207095523. Development Agreement No. 1 Lorson Ranch, in connection therewith recorded August 19, 2005 at Reception No. 205128925. Development Agreement No. 2, Lorson Ranch, in connection therewith recorded May 22, 2010 at Reception No. 210025931 and rerecorded April 20, 2010 at Reception No. 210036301. Resolution No. 10-94 to Revise Development Agreement, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded October 12, 2010 at Reception No. 210101176. Resolution No. 12-335 Approving Intergovernmental Agreement concerning the Marksheffel Road/Fontaine Boulevard Intersection, recorded September 26, 2012 at Reception No. 212112804. Annual Report and Disclosure Form recorded September 07, 2007 at Reception No. 207116859 and recorded October 30, 2013 at Reception No. 213134075.
13. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 2, as set forth in Order and Decree organizing said district recorded December 2, 2004 at Reception No. 204197512. Amended Order and Decree in connection therewith recorded December 2, 2004 at Reception No. 204197519. Order of Inclusion in connection therewith recorded December 28, 2004 at Reception No. 204209873; recorded April 21, 2005 at Reception No. 205056115. Notice of Special District Authorization of Issuance of General Obligation Indebtedness, in connection therewith recorded November 23, 2004 at Reception No. 204192907.
14. 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.
15. Terms, agreements, provisions, conditions and obligations as contained in Inclusion & Service Agreement between Widefield Water & Sanitation District and Lorson, LLC recorded May 31, 2005 at Reception No. 205078708.
  16. Matters as set forth and contained in the Lorson Ranch Overall Development and Phasing Plan Map recorded May 9, 2006 at Reception No. 206035127 and recorded December 28, 2006 at Reception No. 206187069.
  17. Terms, agreements, provisions, conditions, obligations and easements as contained in Ditch Relocation, Improvement and Easement Agreement, by and between Fountain Mutual Irrigation Company and Lorson LLC, recorded August 28, 2006 at Reception No. 206127024. Deeds of conveyance in connection therewith recorded September 28, 2006 at Reception No. 206143884; recorded September 28, 2006 at Reception No. 206143885 and recorded September 28, 2006 at Reception No. 206143886.
  18. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 06-426, Approving Rezone from Overall PUD District to Amended Overall PUD District, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded March 1, 2007 at Reception No. 207028942.
  19. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 07-356, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded September 11, 2007 at Reception No. 207118189.
  20. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement(s), recorded June 12, 2008 at Reception No. 208067502; recorded June 12, 2008 at Reception No. 208067503; June 12, 2008 at Reception No. 208067534; June 12, 2008 at Reception No. 208067645; and June 12, 2008 at Reception No. 208067648.
  21. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement(s), recorded June 12, 2008 at Reception No. 208067652; June 12, 2008 at Reception No. 208067656; June 12, 2008 at Reception No. 208067657; June 12, 2008 at Reception No. 208067667; June 12, 2008 at Reception No. 208067672; and June 12, 2008 at Reception No. 208067676.
  22. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-526, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Rezone recorded November 5, 2008 at Reception No. 208120452.
  23. Terms, agreements, provisions, conditions and obligations as contained in Pioneer Landing at Lorson Ranch Subdivision Planned Unit Development Guidelines recorded December 10, 2009 at Reception No. 209141654.
  24. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Entry to the



Colorado Springs Utilities (Southern Delivery System), recorded February 24, 2012 at Reception No. 212020136; and recorded February 24, 2012 at Reception No. 212020137. City of Colorado Springs Possession and Use Agreement (Southern Delivery System), recorded March 01, 2013 at Reception No. 213027535.

25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 12-126, by and before the Board of County Commissioners, County of El Paso, State of Colorado, regarding School Site Dedication Agreement recorded April 13, 2012 at Reception No. 212042170.
26. Terms, agreements, provisions, conditions and obligations as contained in School Site Dedication Agreement recorded July 27, 2012 at Reception No. 212047863.
27. Deed recorded December 5, 2012 at Reception No. 212145159, makes reference to the conveyance of all oil, gas and other minerals.
28. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 12-382, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Adopting the El Paso County Road Impact Fee Program, recorded November 15, 2012 at Reception No. 212136575.
29. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-118, by and before the Board of County Commissioners, County of El Paso, State of Colorado recorded April 13, 2016 at Reception No. 216037512.
30. Any assessment or lien, by reason of inclusion within the Security Fire Protection District as disclosed by Order of Inclusion recorded July 31, 2013 at Reception No. 213098578.
31. Terms, agreements, provisions, conditions and obligations as contained in Water Delivery System Easement Agreement recorded September 16, 2015 at Reception No. 215101175; and recorded September 16, 2015 at Reception No. 215101176.
32. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 1, as set forth in Proposed Order of Inclusion within said district recorded May 26, 2016 at Reception No. 216056939.
33. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-228, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Rezone, recorded June 29, 2016 at Reception No. 216070955.
34. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-229, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Preliminary Plan, recorded June 29, 2016 at Reception No. 216070956; Resolution No. 16-313, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approval of Final Plan, recorded August 30, 2016 at Reception No. 216098747.
35. Terms, agreements, provisions, conditions and obligations as contained in Amended and Restated School Site Dedication Agreement recorded September 30, 2016 at Reception No. 216113013.
36. Matters as set forth and contained in the Lorson Ranch, Pioneer Landing Filing No. 2 and No. 3, PUD

Development Plan Map recorded July 14, 2016 at Reception No. 216077631 and recorded February 02, 2017 at Reception No. 217013429.

37. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-456, by and before the Board of County Commissioners, County of El Paso, State of Colorado, Approving a Petition for Inclusion of property within the District - Pioneer Landing Filing No. 2 recorded December 15, 2016 at Reception No. 216145947.
38. Terms, agreements, provisions, conditions, obligations and easements as contained in Public Right of Way Mailbox License Agreement, recorded January 5, 2017 at Reception No. 217001494.
39. Terms, agreements, provisions, conditions, obligations and easements as contained in Public Right of Way Landscape License Agreement, recorded January 5, 2017 at Reception No. 217001495.
40. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded January 5, 2017 at Reception No. 217001496.
41. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded January 5, 2017 at Reception No. 217001497.
42. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 5, 2017 at Reception No. 217001508 and any and all amendments and/or supplements thereto.
43. Easements, notes and notices as set forth on the plat of subdivision recorded January 5, 2017 at Reception No. 217713888.
44. Lack of a right of access from the land to any open public road, street or highway.

NOTE: This exception is necessary because it does not appear from the instruments in the office of the Clerk and Recorder of El Paso that any right of access exists to an open public roadway.

45. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 17-353 recorded December 13, 2017 at Reception No. 217150653.
46. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 18-038 recorded January 24, 2018 at Reception No. 218009074.

~~THE FOLLOWING AFFECTS ALL OTHER PROPERTY:~~

47. ~~Reservation by The League Land Company, for itself, its successors and assigns, of a right of way across all of the land for such lateral ditches as may be necessary to enable the Company and its successors and assigns to convey, and supply water from its reservoirs, canals and main laterals to lands lying beyond the described tract, contained in Warranty Deed recorded August 28, 1922 in Book 683 at Page 88.~~

- ~~48. An easement and right of way of unspecified width or location conveyed to the Mountain View Electric Association, Incorporated, a Colorado Corporation, by instrument recorded December 26, 1962 in Book 1939 at Page 548.~~
- ~~49. An easement 225 feet wide for the construction, reconstruction, operation and maintenance of equipment for the transmission of electricity, granted to Public Service Company of Colorado by the instrument recorded August 20, 1964 in Book 2030 at Page 238, Book 2030 at Page 239 and Book 2030 at Page 240.~~
- ~~50. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded December 22, 1966 at Reception No. 515589 in Book 2160 at Page 111.~~
- ~~51. An easement and right of way 20 feet wide, conveyed to the Mountain View Electric Association, Incorporated, a Colorado Corporation, by instrument recorded September 16, 1968 in Book 2253 at Page 885.~~
- ~~52. An easement 10 feet wide for the construction and maintenance of a water line granted to F. Martin Brown and Hazel Brown by Deed recorded June 6, 1973 in Book 2593 at Page 602.~~
- ~~53. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement, recorded April 11, 1974 at Reception No. 62080 in Book 2665 at Page 715.~~
- ~~54. An easement and right of way 100 feet wide, conveyed to the Mountain View Electric Association, Incorporated, a Colorado Corporation, by instrument recorded April 1, 1974 in Book 2665 at Page 715. The easement rights were assigned to Tn State Generation and Transmission Association, Inc. by instrument recorded July 27, 1976 in Book 2846 at Page 719.~~
- ~~55. An easement and right of way of unspecified width or location conveyed to the Mountain View Electric Association, Incorporated, a Colorado Corporation, by instrument dated September 14, 1944, but not recorded until March 7, 1983 in Book 3684 at Page 492.~~
- ~~56. A perpetual right of way and easement, 100 feet wide, for the construction, maintenance, and operation of electrical lines, together with necessary fixtures and attachments, conveyed to the City of Colorado Springs by instrument recorded March 23, 1992 in Book 5951 at Page 291.~~
- ~~57. Any right, title, or interest asserted by the United States, the State of Colorado, County of El Paso, any municipality, or the public, in and to that portion of the property lying in the bed or banks, past or present, or to the waters of Jimmy Camp Creek; also any right, title, or interest of any riparian owners in and to the free and unobstructed flow of water in said Jimmy Camp Creek.~~
- ~~58. Any ponds, reservoirs, irrigation canals, ditches or laterals, including, but not limited to, any of such structures owned and/or used by the Fountain Mutual.~~
- ~~59. Terms, agreements, provisions and conditions as contained in Order for Exclusion of Certain Property from Lorson Ranch Metropolitan Districts recorded December 2, 2004 at Reception No. 204197514 and 204197515, recorded December 28, 2004 at Reception No. 204209875 and 204209876, recorded April 15, 2005 at Reception No. 20505355721 and 2050535572, recorded recorded April 21, 2005 at Reception No.~~

- ~~205066111, recorded April 21, 2005 at Reception No. 205056112, 205056118, 205056110, 205056116,  
recorded April 15, 2005 at Reception No. 205053570, recorded June 9, 2006 at Reception No. 206068332.~~
- ~~60. Terms, agreements, provisions, conditions and obligations as contained in Deed recorded December 8, 2004  
at Reception No. 204201627.~~
- ~~61. Terms, agreements, provisions and conditions as contained in Resolution NO. 05-444 recorded November  
29, 2005 at Reception No. 205190016.~~
- ~~62. Terms, agreements, provisions and conditions as contained in Resolution NO. 07-223 recorded July 17,  
2007 at Reception No. 207095523.~~
- ~~63. Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction  
Easement Agreement recorded June 12, 2008 at Reception No. 208067660.~~
- ~~64. Terms, agreements, provisions, conditions and obligations as contained in Water and Sanitary Sewer  
Easement Agreement recorded June 12, 2008 at Reception No. 208067532, 208067533 and 208067502,  
recorded December 9, 2009 at Reception No. 209141158, 209141053 and 209141164.~~
- ~~65. Terms, agreements, provisions, conditions and obligations as contained in Mineral Quit Claim Deed  
recorded November 16, 2012 at Reception No. 212137059.~~
- ~~66. Terms, agreements, provisions and conditions as contained in Order Correction the Legal Description and  
Boundaries of Lorson Ranch Metropolitan District Nos. 2 and 3 recorded June 17, 2015 at Reception No.  
215062852.~~
- ~~67. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement  
Agreement, recorded May 5, 2017 at Reception No. 217052294.~~

**FOR INFORMATIONAL PURPOSES ONLY:**

**Last Vesting Deeds:**

- Deed recorded April 28, 2016 at Reception No. 216044802, as to Tracts E and I.  
Deed recorded April 25, 2017 at Reception No. 217047252, as to Tract J.  
Deed recorded January 13, 2017 at Reception No. 217150655, as to Tract J.  
~~Deed recorded December 8, 2004 at Reception No. 20420162, as to the remaining.~~

**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.

**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.

## Unified Title Company, LLC

### Disclosures

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

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

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

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

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

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

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

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

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

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

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*