

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

Transmittal Information

Date: 11/15/2017
File No: 53092UTC
Property Address: Pioneer Landing at Lorson Ranch Filing No 3 (12 vacant lots), Colorado Springs, CO
Buyer\Borrower: AVH Lot Holdings, LLC a Colorado Limited Liability Company
Seller: Eagle Development Company, a Colorado Corporation

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

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

Title Officer:
Pamela Michalko
Unified Title Company, LLC
c/o ET Production Services, LLC

Escrow Processor:
Katie Hunter
E-Mail: KHunter@unifiedtitle.com
Phone: 719-578-5900



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

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

Seller:
Eagle Development Company, a Colorado Corporation

DELIVERED VIA: E-MAIL

DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

**Wells Fargo Bank, N.A.
1445 Ross Avenue, 48th Floor
Dallas, TX 75202
Phone: 469-729-7478 Fax: 972-392-7953
Attn: Valerie Amolo
DELIVERED VIA: E-MAIL**

Mortgage Broker:

**Phone: Fax:
Attn:**

Other:

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

DELIVERED VIA: E-MAIL**

Other:

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

DELIVERED VIA: E-MAIL**

Changes: Update legal

Thank you for using Unified Title Company, LLC.



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

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by

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

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

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

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

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

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

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

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font, with a stylized L-shaped graphic to its left and the text "title guaranty company" 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 "Sam Michael", written over a horizontal line.

Authorized Countersignature

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

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



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

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

1. Effective Date: **October 31, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$ **\$773,000.00**

Proposed Insured: **AVH Lot Holdings, LLC a Colorado Limited Liability Company**

B. ALTA 2006 LOAN POLICY \$ **\$541,100.00**

Proposed Insured: **Wells Fargo Bank, N.A., its successors and/or assigns**

<i>Subdivider Rate</i>	\$ 728.00
<i>Simultaneous Loan Policy</i>	\$ 150.00
<i>Tax Certificate</i>	\$ 75.00
<hr/>	
Total:	\$ 953.00

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

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

Tracts G, H and K, Pioneer Landing at Lorson Ranch Filing No. 2, County of El Paso, State of Colorado.

To be platted as:

Lots 1 through 12, inclusive, in Pioneer Landing at Lorson Ranch Filing No. 3, County of El Paso, State of Colorado

For Informational Purposes Only: **Pioneer Landing at Lorson Ranch Filing No 3 (12 vacant lots), Colorado Springs, CO**

Countersigned
Unified Title Company, LLC

By: Pam Michalko

Pamela Michalko

Stewart Title Guaranty Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 31, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Affidavit of Correction of the subdivision plat of Pioneer Landing at Lorson Ranch Filing No. 2. This affidavit will be recorded to correct Item No. 15, of the plat Notes, set forth therein, to read as follows:**

“15. As shown hereon:

Tract A is for Detention, landscape purposes, drainage, pedestrian access, open space and utilities purposes to be owned and maintained by Lorson Ranch Metropolitan District No. 1 and contains 3.19 acres of land.

Tract B is for Landscape purposes, drainage, pedestrian access, open space and utilities purposes to be owned and maintained by Lorson Ranch Metropolitan District No. 1 and contains 0.18 acres of land.

Tract C is for Landscape purposes, drainage, pedestrian access, open space and utilities purposes to be owned and maintained by Lorson Ranch Metropolitan District No. 1 and contains 1.36 acres of land.

Tract D is for Landscape purposes, drainage, pedestrian access, open space and utilities purposes to be owned and maintained by Lorson Ranch Metropolitan District No. 1 and contains 0.86 acres of land.

Tract E is for Future Development purposes to owned and maintained by Eagle Development Company, and contains 10.98 acres of land.

Tract F is for Landscape purposes, drainage, pedestrian access, open space and utilities purposes to be owned and maintained by Lorson Ranch Metropolitan District No. 1 and contains 0.56 acres of land.

Tract G is for Future Development purposes to owned and maintained by Eagle Development Company, and contains 0.98 acres of land.

Tract H is for Future Development purposes to owned and maintained by Eagle Development Company, and contains 0.69 acres of land.

Tract I is for Public Access and Future Development purposes to owned and maintained by Eagle Development Company, and contains 8.34 acres of land.

Tract J is for Future School Site purposes to owned and maintained by El Paso County, and has since been conveyed by Deed recorded April 25, 2017 at Reception No.217047252, and contains 25.11 acres of land.

Tract K is for Future Development purposes to owned and maintained by Eagle Development Company, and contains 0.17 acres of land.”

- (f) Ratification Agreement of subdivision plat of Pioneer Landing at Lorson Ranch Filing No. 2., by Eagle Development Company, a Colorado Corporation.**

NOTE: The above requirement is necessary in that the actual owner, at the time of platting, was Eagle Development Company, a Colorado corporation, and not Lorson, LLC, a Colorado limited liability company as nominee for Lorson Ranch Development, Corp., a Colorado Corporation, who executed the plat as owner.

- (g) Conveyance deed from Eagle Development Company, a Colorado Corporation to Lorson Ranch Metropolitan District No.1., conveying Tracts A through D, inclusive and Tract F.**

NOTE: The above items (e), (f) and (g), pertain to the existing plat of Pioneer Landing at Lorson Ranch Filing No. 2, recorded January 5, 2017 at Reception No. 217713888, and are corrective in nature.

- (h) Recordation of properly executed plat of Pioneer Landing at Lorson Ranch Filing No. 3, prepared and certified by a Colorado Registered Land Surveyor, with approval by the by proper governing authorities noted thereon. Schedule A, Item No. 4 will be amended upon receipt thereof.**

NOTE: The company reserves the right to make additional requirements and/or exceptions upon review of the same.

- (i) Recordation of properly executed Covenants, Conditions and Restrictions Declaration for Pioneer Landing at Lorson Ranch Filing No. 3, if any.**

NOTE: The company reserves the right to make additional requirements and or exceptions upon review of the same.

- (j) 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.

NOTE: Statement of Authority recorded March 14, 2017 at Reception No. 217028997 discloses that Randall S O' Leary (a/k/a Randal S. O'Leary)-CEO/President, Pat Woods- Senior Vice-President,, Doug Little-CFO/Secretary/Treasurer Manager are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of AVH Lot Holdings, LLC, a Colorado limited liability company

- (k) **Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.**

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

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. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**
- C. 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 April 28, 2016 as Reception No. 216044802.

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: **October 31, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **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. 29,**

BLM Serial No. SCS-0395-175, issued November 26, 1895 to Edwin S. Randall, as posted in the Bureau of Land Management, General Land Office Records, recorded June 04, 1904 in Book 54 at Page 67 in the El Paso County records. (Section 14).

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 06, 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 02, 2004 at Reception No. 204197512. Amended Order and Decree in connection therewith recorded December 02, 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 02, 2004 at Reception No. 204197513. Amended Order and Decree in connection therewith recorded December 02, 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 05, 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. **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.

- 36. 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.**
- 37. 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.**
- 38. 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.**
- 39. 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.**
- 40. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded January 5, 2017 at Reception No. 217001497.**
- 41. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 5, 2017 at Reception No. 217001508 and any and all amendments and/or supplements thereto.**
- 42. Easements, notes and notices as set forth on the plat of subdivision recorded January 5, 2017 at Reception No. 217713888.**
- 43. Easements, notes and notices as set forth on the plat of Pioneer Landing at Lorson Ranch Filing No. 3, recorded (not yet recorded), at Reception No. (not yet of record).**

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

DISCLOSURES

File No.: 53092UTC

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

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

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

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

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

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.

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

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 53092UTC

CO Commitment Disclosure

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

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

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

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

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

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — 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
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	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.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <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>
What sharing can I limit?	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.