

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

Transmittal Information

Date: 08/13/2020
File No: 63325UTC
Property Address: Vacant Land (Plat Commitment for Lorson Ranch East Filing No. 4), Colorado Springs, CO
Buyer\Borrower: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
Seller: Eagle Development Company, a Colorado corporation who acquired title as Eagle Development Corp., a Colorado corporation
LORSON LLC, a Colorado Limited Liability Company as Nominee for Murray Fountain, LLC, a Colorado limited liability company

For changes and updates please contact your Title officer:
Kara DeMasters
Unified Title Company, LLC
c/o ET Production Services, LLC
Phone: 719-520-0191
Fax: 719-955-7077
E-mail: KDeMasters@etinv.com

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:
Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
DELIVERED VIA: AGENT

Seller:
Eagle Development Company, a Colorado corporation who acquired title as Eagle Development Corp., a Colorado corporation
212 North Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
DELIVERED VIA: E-MAIL

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

DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

**Phone: Fax:
Attn:**

**Phone: Fax:
Attn:**

Other:

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

**Changes: Updated - Sch B2 item 39 Added
Thank you for using Unified Title Company, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER
DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY
CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**

Unified Title Company, LLC
INVOICE

Invoice #: 23275

Invoice Date: 3/1/2019

File Number: 63325UTC

Property Address: Vacant Land (Plat Commitment for Lorson Ranch East Filing No. 4)

Names: Eagle Development Company, a Colorado corporation who acquired title as Eagle Development Corp., a Colorado corporation (Seller)

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

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below. (Buyer)

To:

The Landhuis Company
212 N. Wahsatch Avenue, Suite 301
Colorado Springs, CO 80903
Attention: Jeff Mark

Please remit to:

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

Description	Amount	Qty	Total
Informational End	\$300.00	1	\$300.00
Date Down End.	\$50.00	1	\$50.00
Date Down End.	\$50.00	1	\$50.00
Date Down End.	\$50.00	1	\$50.00
Subtotal			\$450.00
Tax @ 0 %			\$0.00
Non Taxable Amt.			\$0.00
Grand Total			\$450.00

Thank you!



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

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 the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: 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.


Chairman of the Board




President

Countersigned:

Unified Title Company, LLC

Kara DeMasters

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.

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.

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Effective Date: **August 3, 2020, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

Informational End	\$	300.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Total:	\$	450.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

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

PARCEL B: Eagle Development Company, a Colorado corporation who acquired title as Eagle Development Corp., a Colorado corporation

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

SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **Vacant Land (Plat Commitment for Lorson Ranch East Filing No. 4), Colorado Springs, CO**

APN: 55000-00-425 & 55230-00-003 et. al

Countersigned
Unified Title Company, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



By:



Kara DeMasters

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

A to be determined portion of the following described property, which property will be platted as Lorson Ranch East Filing No. 4, County of El Paso, State of Colorado.

BASIS OF BEARING: THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) SECTION 23, MONUMENTED AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER BY A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W S14 S13 S23 S24 LS 16109" AND AT THE SOUTHEAST CORNER OF SAID NORTHEAST CORNER BY A 3.25 INCH ALUMINUM CAP STAMPED "T15S R65W 1/4 COR S23 S24 PLS 31161", THE LINE IS ASSUMED TO BEAR S00°57'42"E, 2638.33 FEET;

LEGAL DESCRIPTION:**PARCEL A**

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 13, AND IN THE NORTHWEST QUARTER (NW 1/4) SECTION 24, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 23 AND 24; THENCE N27°00'27"E, 1937.26 FEET TO THE NORTHWEST LINE OF THAT CERTAIN 100 FOOT WIDE ELECTRICAL EASEMENT DESCRIBED IN BOOK 2665 AT PAGE 715 IN THE RECORDS OF EL PASO COUNTY, COLORADO, AND THE NORTHEAST CORNER OF LORSON BOULEVARD AS PLATTED IN "LORSON RANCH EAST FILING NO. 1" UNDER RECEPTION NO. 219714288 IN THE EL PASO COUNTY RECORDS, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID "LORSON RANCH EAST FILING NO. 1" THE FOLLOWING TWENTY-ONE (21) COURSES;

- 1) THENCE S89°35'58"W ALONG THE NORTH RIGHT-OF-WAY LINE OF LORSON BOULEVARD 64.03 FEET;**
- 2) THENCE N33°38'32"W A DISTANCE OF 36.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 60 FOOT WIDE LAMPREY DRIVE AS PLATTED IN AFORESAID "LORSON RANCH FILING NO. 1";**
- 3) THENCE N00°24'02"W ALONG SAID LINE 589.11 FEET;**
- 4) THENCE N38°14'24"E A DISTANCE OF 32.03 FEET;**
- 5) THENCE N00°24'02"W A DISTANCE OF 50.00 FEET;**
- 6) THENCE N39°00'02"W A DISTANCE OF 32.06 FEET;**
- 7) THENCE N00°24'02"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAMPREY DRIVE 339.66 FEET;**
- 8) THENCE N37°56'32"E A DISTANCE OF 32.24 FEET;**
- 9) THENCE N00°23'49"W A DISTANCE OF 50.00 FEET;**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



- 10) THENCE N38°57'34"W A DISTANCE OF 32.09 FEET;
- 11) THENCE N00°24'02"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAMPREY DRIVE 309.91 FEET;
- 12) THENCE N03°59'22"E A DISTANCE OF 60.18 FEET;
- 13) THENCE N00°42'26"W A DISTANCE OF 206.65 FEET;
- 14) THENCE N49°44'55"E A DISTANCE OF 63.21 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD AS PLATTED IN AFORESAID "LORSON RANCH FILING NO. 1";
- 15) THENCE N79°04'57"E ALONG SAID LINE 43.60 FEET;
- 16) THENCE N89°35'58"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD, 299.70 FEET TO A POINT OF CURVE;

- 17) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1434.92 FEET, A CENTRAL ANGLE OF 19°23'49", (THE LONG CHORD OF WHICH BEARS S80°42'08"E A DISTANCE OF 483.46 FEET), AN ARC DISTANCE OF 485.78 FEET TO A POINT OF TANGENT;
- 18) THENCE S71°00'13"E ALONG SAID TANGENT 377.73 FEET;
- 19) THENCE S70°01'19"E A DISTANCE OF 50.01 FEET;
- 20) THENCE N64°26'39"E A DISTANCE OF 28.50 FEET;
- 21) THENCE S70°06'29"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD 38.89 FEET TO THE NORTHWEST LINE OF AFORESAID 100 FOOT WIDE ELECTRICAL EASEMENT DESCRIBED IN BOOK 2665 AT PAGE 715; THENCE S38°22'41"W ALONG SAID LINE 447.40 FEET TO THE EASTERLY CORNER OF THAT PARCEL CONVEYED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION UNDER RECEPTION NO. 206041590 IN THE EL PASO COUNTY RECORDS; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES;
 - 1) THENCE N51°37'19"W A DISTANCE OF 295.16 FEET;
 - 2) THENCE S38°22'41"W A DISTANCE OF 295.16 FEET;
 - 3) THENCE S51°37'19"E A DISTANCE OF 295.16 FEET TO THE AFORESAID NORTHWEST LINE OF SAID 100 FOOT WIDE ELECTRICAL EASEMENT; THENCE S38°22'41"W ALONG SAID LINE 1257.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 28.193 ACRES MORE OR LESS.

PARCEL B

A PARCEL OF LAND IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 23, AND IN THE NORTHWEST QUARTER (NW 1/4) SECTION 24, TOWNSHIP 15 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 23 AND 24; THENCE N28°47'34"W, 414.39 FEET TO THE NORHTWESTERLY LINE OF THAT CERTAIN 100 FOOT WIDE ELECTRICAL EASEMENT DESCRIBED IN BOOK 2665 AT PAGE 715 IN THE RECORDS OF EL PASO COUNTY, COLORADO, AND THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

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 429.71 FEET TO A POINT ON THE SOUTH LINE OF LORSON BOULEVARD AS PLATTED IN "LORSON RANCH EAST FILING NO. 1"

UNDER RECEPTION NO. 219714288 IN THE EL PASO COUNTY RECORDS;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID LORSON BOULEVARD THE FOLLOWING EIGHT (8) COURSES;

- 1) THENCE N89°35'58" E A DISTANCE OF 60.00 FEET;**
 - 2) THENCE N00°24'02" W A DISTANCE OF 41.57 FEET;**
 - 3) THENCE N51°38'32" E A DISTANCE OF 49.80 FEET;**
 - 4) THENCE N89°35'58" E A DISTANCE OF 924.41 FEET;**
 - 5) THENCE S52°06'10" E A DISTANCE OF 32.27 FEET;**
 - 6) THENCE N89°35'58" E A DISTANCE OF 50.00 FEET;**
 - 7) THENCE N50°57'37" E A DISTANCE OF 32.03 FEET;**
 - 8) THENCE N89°35'58" E A DISTANCE OF 554.18 FEET TO THE NORTHWESTERLY LINE OF AFORESAID 100 FOOT WIDE ELECTRICAL EASEMENT;**
- THENCE S38°22'41" W, ALONG SAID NORTHWESTERLY LINE, 1642.90 FEET TO THE POINT OF BEGINNING.**

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Resolution of the Board of County Commissioners dated and recorded October 2, 1897 in Road Book A at Page 78, which provided that all Section lines, Township lines on the public Domain East of the Range line separating ranges 85 West and 86 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines.**
NOTE: Resolution No. 04-507 regarding Road Order recorded November 24, 2004 at Reception No. 204193597 and Disclaimer recorded November 24, 2004 at Reception No. 204193598.
10. **Reservation by The League Land Company, for itself, its successors and assigns, of a right of way across all of the land for such lateral ditches as maybe necessary to enable the Company and its successors and assigns to convey and supply water from its reservoirs, canals and main laterals to lands lying beyond the**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



described tract, as described in Deed recorded August 28, 1922 in Book 683 at Page 88.

11. **The lawful consequences of the existence of any portion of the subject property of any ponds, reservoirs, irrigation canals, ditches or laterals, including, but not limited to, any of such structures owned and/or used by the Fountain Mutual Irrigation Company.**
12. **Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way to American Telephone and Telegraph Company, recorded November 23, 1964 in Book 2045 at Page 552.**
13. **Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded June 21, 1943 at Reception No. 683031.**
14. **Terms, agreements, provisions, conditions, obligations and easements as contained in Right-of-Way Easement to Mountain View Electric Association, Inc., recorded March 7, 1983 in Book 3684 at Page 492 and Release of Right of Way and Quit Claim Deed recorded November 21, 2005 at Reception No. 205186521 and reservations contained therein.**
15. **Terms, agreements, provisions, conditions, obligations and easements as contained in Notice, recorded January 29, 1982 in Book 3527 at Page 176.**
16. **Terms, agreements, provisions, conditions and obligations as contained in Reservation of Groundwater Rights recorded October 9, 1985 in Book 5072 at Page 1395 and Agreement recorded October 9, 1985 in Book 5072 at Page 1399.**
17. **Terms, agreements, provisions, conditions and obligations as contained in Resolutions recorded January 3, 1996 at Reception No. 96001104 and recorded December 20, 1996 at Reception No. 96156842.**
18. **Terms, agreements, provisions, conditions and obligations as contained in Resolutions recorded January 3, 1996 at Reception No. 96001104 and recorded December 20, 1996 at Reception No. 96156842.**
19. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-119, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded April 6, 2004 at Reception No. 204055084. Resolution No. 12-196, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded August 6, 2012 at Reception No. 212090407. Fifth Amended Development Agreement, in connection therewith recorded January 29, 2014 at Reception No. 214007624. Resolution No. 15-091, by and before the Board of County Commissioners, County of El Paso, State of Colorado, in connection therewith recorded March 4, 2015 at Reception No. 215020531.**
20. **Any assessment or lien of Widefield Water & Sanitation District as disclosed by the instrument recorded June 20, 2005 at Reception No. 205091663.**
21. **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**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
 Reprinted under license from the American Land Title Association.



before the Board of County Commissioners, County of El Paso, State of Colorado, recorded August 24, 2005 at Reception No. 205131973. Corrected Version of said Resolution No. 05-336 in connection therewith recorded August 25, 2005 at Reception No. 205132869. Resolution No. 07-223, Approving Amended Service Plan, Lorson Ranch Metropolitan Districts 1-7, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded July 17, 2007 at Reception No. 207095523. Resolution No. 07-356 recorded September 11, 2007 at Reception No. 207118189. Development Agreement No. 1 Lorson Ranch, in connection therewith recorded August 19, 2005 at Reception No. 205128925. Development Agreement No. 2, Lorson Ranch, in connection therewith recorded May 22, 2010 at Reception No. 210025931 and rerecorded April 20, 2010 at Reception No. 210036301. Resolution No. 10-94 to Revise Development Agreement, by and before the Board of County Commissioners, County of El Paso, State of Colorado, recorded October 12, 2010 at Reception No. 210101176. Resolution No. 12-335 Approving Intergovernmental Agreement concerning the Marksheffel Road/Fontaine Boulevard Intersection, recorded September 26, 2012 at Reception No. 212112804. Annual Report and Disclosure Form recorded September 7, 2007 at Reception No. 207116859; recorded October 30, 2013 at Reception No. 213134075, General Disclosure recorded July 11, 2017 at Reception No. 217080960.

22. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 4, as set forth in Order and Decree organizing said district as evidenced by instruments recorded December 2, 2004 at Reception No. 204197514, recorded December 28, 2004 at Reception No. 204209875, recorded April 15, 2005 at Reception No. 205053571, recorded April 21, 2005 at Reception No. 205056111 and at Reception No. 205056117 and recorded September 11, 2017 at Reception No. 217109166, recorded June 17, 2019 at Reception No. 219066581.
23. ~~INTENTIONALLY DELETED: Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 5, as set forth in Order and Decree organizing said district as evidenced by instruments recorded December 2, 2004 at Reception No. 204197515, recorded December 28, 2004 at Reception No. 204209876, recorded April 15, 2005 at Reception No. 205053572, recorded April 21, 2005 at Reception No. 205056112 and at Reception No. 205056118, recorded May 9, 2006 at Reception No. 206068332.~~
24. Terms, conditions, provision, agreements and obligations contained in the Inclusion & Service Agreement between Widefield Water & Sanitation District and Lorson LLC recorded on May 31, 2005 at Reception Number 205078708.
25. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement No. 1 - Lorson Ranch recorded on August 18, 2005 at Reception Number 205128925.

NOTE: Resolution No. 05-336 to approve a development agreement recorded August 24, 2005 at Reception No. 205131973 and correction Resolution recorded August 25, 2005 at Reception No. 205132869.

26. Subject to the effect of the Lorson Ranch Overall Development and Phase Plan Maps recorded March 9, 2006 at Reception No. 206035127.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



27. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-028 (rezone) recorded on March 1, 2007 at Reception No. 207028942.**
28. **Terms, agreements, provisions, conditions, obligations and easements as contained in Sanitary Sewer Easement Agreement, recorded May 14, 2008 at Reception No. 208055334.**
29. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at Reception No. 208120452.**
30. **Terms, agreements, provisions, conditions and obligations as contained in Mineral Quit Claim Deeds November 16, 2012 at Reception No. 212137047 and recorded December 5, 2012 at Reception No. 212145159.**
31. **Terms, agreements, provisions, conditions, obligations and easements as contained in Drainage Easement, recorded April 23, 2013 at Reception No. 213052476.**
32. **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.**
33. **Terms, agreements, provisions, conditions, obligations and easements as contained in Water Delivery System Easement Agreement, recorded September 16, 2015 at Reception No. 215101175 and at Reception No. 215101176.**
34. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded May 1, 2018 at Reception No. 218049452.**
35. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way to Mountain View Electric Association, Inc., recorded October 2, 2018 at Reception No. 218115304.**
36. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 19-343 recorded September 11, 2019 at Reception No. 219109878.**
37. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 19-417 recorded November 12, 2019 at Reception No. 219142181.**
38. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 20-170 recorded May 5, 2020 at Reception No. 220061618.**
39. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 20-278 recorded July 29, 2020 at Reception No. 220111558.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded December 9, 2004 at Reception No. 204201648.

Deed recorded December 21, 2017 at Reception No. 217154370.

Deed of Trust from Eagle Development Company, a Colorado corporation to the Public Trustee of the County of El Paso, State of Colorado, for the use of Kirkpatrick Bank to secure \$8,550,000.00, dated May 2, 2019 and recorded May 7, 2019 at Reception No. 219048220.

~~**INTENTIONALLY DELETED: 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.**~~

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



DISCLOSURES

File No.: 63325UTC

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 owners 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.: 63325UTC

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.



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

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: 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.

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.

DISCLOSURES

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

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

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.

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.

Chairman of the Board



President

Issued through the Office of:
Unified Title Company, LLC
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.

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