

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

Transmittal Information

Date: 03/11/2020

File No: 71354UTC

Property Address: Vacant Land (Plat Commitment for Creekside South),
Colorado Springs, CO

Buyer\Borrower: Purchaser with contractual rights under a purchase
agreement with the vested owner as identified as Item
4 below.

Seller: 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:
Mike Mulligan
Unified Title Company, LLC
c/o ET Production Services, LLC
Phone: 719-520-0191
Fax: 719-955-7077
E-mail: MMulligan@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 as identified as Item
4 below.

DELIVERED VIA: AGENT

Buyer's Agent:

Buyer's Attorney:

Lender:

Seller:
LORSON LLC, a Colorado limited liability company
as nominee for MURRAY FOUNTAIN, LLC, a
Colorado limited liability company

DELIVERED VIA: AGENT

Seller's Agent:

Seller's Attorney:

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

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 Effective Date
Thank you for using Unified Title Company, LLC.

Unified Title Company, LLC

INVOICE

Invoice #: 27305

Invoice Date: 1/16/2020

File Number: 71354UTC

Property Address: Vacant Land (Plat Commitment for Creekside South)

Names: 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 as identified as 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 Report	\$300.00	1	\$300.00
Subtotal			\$300.00
Tax @ 0 %			\$0.00
Non Taxable Amt.			\$0.00
Grand Total			\$300.00

Agent Premium: \$0.00

Underwriter Premium: \$0.00

Underwriter is Stewart Title Guaranty Company

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.

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

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font with a registered trademark symbol (®), and "title guaranty company" in a smaller, lowercase, sans-serif font below it.

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

President

Countersigned:

Unified Title Company, LLC

Alicia Simon

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

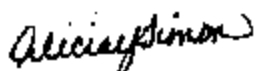
SCHEDULE A

1. Effective Date: **March 4, 2020, 07:30 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 as identified as Item 4 below.**
Proposed Policy Amount:

<i>To Be Determined End</i>	\$	300.00
<i>Date Down End.</i>	\$	50.00
<hr/>		
Total:	\$	350.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
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:
LORSON LLC, a Colorado limited liability company as nominee for MURRAY FOUNTAIN, LLC, a Colorado limited liability company
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **Vacant Land (Plat Commitment for Creekside South), Colorado Springs, CO**

Countersigned
Unified Title Company, LLC

By: 

Alicia Simon

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EXHIBIT "A"

A PARCEL OF LAND IN THE NORTH HALF (N1/2) OF SECTION 23, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:

THE EAST-WEST CENTERLINE OF SAID SECTION 23 BEING MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION WITH A FOUND NO. 6 REBAR, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 23 MONUMENTED WITH AN ALUMINUM CAP STAMPED "PLS NO. 31161", BEARS N89°41'54"E A DISTANCE OF 5319.46 FEET, TO WHICH LINE ALL BEARINGS IN THIS LEGAL DESCRIPTION ARE RELATIVE;

**COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23;
THENCE N89°41'54"E ALONG THE CENTERLINE OF SAID SECTION 892.42 FEET TO THE SOUTHEAST CORNER OF "CREEKSIDE AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. _____, IN THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE ALONG THE SOUTHERLY LINES OF "CREEKSIDE AT LORSON RANCH FILING NO. 1" THE FOLLOWING NINETEEN (19) COURSES;
(1) THENCE N36°43'29"E A DISTANCE OF 311.41 FEET;
(2) THENCE N28°55'26"E A DISTANCE OF 265.02 FEET;
(3) THENCE S77°01'58"E A DISTANCE OF 350.83 FEET;
(4) THENCE N83°30'09"E A DISTANCE OF 446.06 FEET;
(5) THENCE N16°26'24"E A DISTANCE OF 116.82 FEET TO A POINT OF CURVE;
(6) THENCE 281.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 74°59'26", THE CHORD OF 261.74 FEET BEARS N53°56'07"E TO A POINT OF TANGENT
(7) THENCE S88°34'10"E A DISTANCE OF 160.16 FEET;
(8) THENCE S44°43'03"E A DISTANCE OF 230.04 FEET;
(9) THENCE S65°32'01"E A DISTANCE OF 188.46 FEET;
(10) THENCE N85°20'33"E A DISTANCE OF 169.20 FEET;
(11) THENCE N17°08'25"E A DISTANCE OF 123.42 FEET;
(12) THENCE N60°55'25"E A DISTANCE OF 219.41 FEET;
(13) THENCE N77°50'20"E A DISTANCE OF 405.01 FEET;
(14) THENCE S82°16'06"E A DISTANCE OF 188.62 FEET;
(15) THENCE N76°28'55"E A DISTANCE OF 247.86 FEET;
(16) THENCE N31°05'09"E A DISTANCE OF 90.00 FEET;
(17) THENCE N58°54'51"W A DISTANCE OF 4.71 FEET;
(18) THENCE N31°55'05"E A DISTANCE OF 182.34 FEET;
(19) THENCE N11°17'09"E A DISTANCE OF 16.04 FEET;
THENCE N89°35'58"E A DISTANCE OF 214.54 FEET;**

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THENCE S14°39'13"E A DISTANCE OF 296.78 FEET;
THENCE S36°46'52"E A DISTANCE OF 88.02 FEET;
THENCE N53°13'08"E A DISTANCE OF 50.00 FEET;
THENCE S82°45'27"E A DISTANCE OF 28.76 FEET;
THENCE N51°15'58"E A DISTANCE OF 99.40 FEET TO THE WEST LINE OF THAT PARCEL DESCRIBED IN A WARRANTY DEED UNDER RECEPTION NO. 217154370 IN THE EL PASO COUNTY RECORDS;
THENCE ALONG THE WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES;
(1) THENCE 164.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF 015°53'04", THE CHORD OF 164.43 FEET BEARS S44°16'05"E TO A POINT OF NON-TANGENT;
(2) THENCE S52°12'37"E A DISTANCE OF 287.54 FEET;
THENCE S05°20'24"E A DISTANCE OF 36.67 FEET;
THENCE S52°19'34"E A DISTANCE OF 50.00 FEET;
THENCE N80°54'55"E A DISTANCE OF 36.99 FEET TO THE WEST LINE OF THE AFORESAID PARCEL;
THENCE ALONG SAID WEST LINE 137.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 10°05'31", THE CHORD OF 137.21 FEET BEARS S58°55'31"E TO THE WEST LINE OF THAT EASEMENT DESCRIBED IN BOOK 2665 AT PAGE 715 OF THE EL PASO COUNTY RECORDS;
THENCE S38°22'41"W ALONG SAID EASEMENT LINE 250.28 FEET;
THENCE S00°19'53"E ALONG SAID EASEMENT LINE 168.87 FEET TO THE EAST-WEST CENTERLINE OF SECTION 23;
THENCE S89°41'54"W ALONG SAID CENTERLINE 4073.30 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.

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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**

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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. Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded June 21, 1943 at Reception No. 683031.
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded December 22, 1966 in Book 2160 at Page 111.
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.
15. Any assessment or lien, by reason of inclusion within the Security Fire Protection District as disclosed by Order of Inclusion recorded in Book 5258 at Page 1049 and recorded July 31, 2013 at Reception No. 213098578.
16. 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.
17. 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.
18. Terms, agreements, provisions, conditions and obligations as contained in 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. 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

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30, 2013 at Reception No. 213134075, General Disclosure recorded July 11, 2017 at Reception No. 217080960.

19. Any fee, tax, lien or assessment by reason of inclusion within the Lorson Ranch Metropolitan District No. 4, as set forth in Order and Decree organizing said district 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, recorded September 11, 2017 at Reception No. 217109166, recorded July 11, 2017 at Reception No. 217080960, June 17, 2019 at Reception No. 219066581.
 20. 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.
 21. 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 and Resolution No. 07-356 recorded September 11, 2007 at Reception No. 207118189.
22. Subject to the effect of the Lorson Ranch Overall Development and Phase Plan Maps recorded March 9, 2006 at Reception No. 206035127.
 23. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-028 (rezone) recorded on March 1, 2007 at Reception No. 207028942.
 24. Terms, agreements, provisions, conditions, obligations and easements as contained in Ditch Relocation, Improvement, and Easement Agreement, recorded August 28, 2006 at Reception No. 206127024.
 25. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded June 12, 2008 at Reception No. 208067533.
 26. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement, recorded June 12, 2008 at Reception No. 208067660.
 27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at Reception No. 208120452.
 28. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded December 9, 2009 at Reception No. 209141164.
 29. Terms, agreements, provisions, conditions and obligations as contained in Mineral Quit Claim Deeds November 16, 2012 at Reception No. 212137059.

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.

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30. Terms, agreements, provisions, conditions, obligations and easements as contained in Drainage Easement, recorded April 23, 2013 at Reception No. 213052476.
31. The effect if any, Notes, easements and restrictions as shown on the ALTA/ACSM Land Title Survey recorded April 4, 2016 at Reception No. 216900032.
32. Terms, conditions, provisions and obligations as set forth in Rules and Regulations Governing the Enforcement of the Covenants, Conditions and Restrictions of Lorson Ranch, not recorded, but herein known as Reception No. LorsonMetro.
33. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded March 12, 2019 at Reception No. 219025428.
34. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded December 9, 2004 as Reception No. 204201653.

Deed of Trust from to the Public Trustee of the County in which the property is situated, for the use of Kirkpatrick Bank to secure \$\$8,550,000.00, dated May 2, 2019 and recorded May 7, 2019 at Reception No. 219048221.

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.

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DISCLOSURES

File No.: 71354UTC

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.: 71354UTC

CO Commitment Disclosure

Agents for Stewart Title Guaranty Company

AFFIDAVIT AND AGREEMENT

STATE OF CO
COUNTY OF El Paso

The undersigned, being the purchaser(s) and/or borrower(s) of the real property described in Paragraph 9 hereof, and being duly sworn upon oath, depose(s) and say(s):

- 1. The representations, covenants and agreements contained herein are made to induce Unified Title Company, LLC and to authorize its title insurance policies to be issued covering the real property described in Paragraph 9 hereof, with full knowledge and intent that such representations, covenants and agreements be relied upon.
- 2. No construction or repair of improvements on or in the real property described in Paragraph 9 hereof has been commenced or contracted for which has not been fully completed and fully paid for more than four full months prior to the execution hereof, except as described in Paragraph 8.
- 3. No claims have been made to Affiant(s) or to any other person within the knowledge of Affiant(s) on account of work done or materials furnished to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
- 4. Affiant (s) know(s) of no violation of any restrictive protective covenants or governmental restrictions relating to the real property described in Paragraph 9 hereof, and Affiant(s) know(s) of no encroachment of improvements onto any adjoining real property or encroachment of improvements from any adjoining real property onto the real property described in Paragraph 9 hereof, except as described in Paragraph 8.
- 5. Affiant(s) know(s) of no parties in possession of or claiming possessors’ rights pertaining to the real property described in Paragraph 9 hereof other than Affiant(s), except as described in Paragraph 8 hereof.
- 6. Affiant(s) know(s) of no outstanding sale contract, conditional sale contract, security agreements, or financing statements, as to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
- 7. Affiant(s) covenant(s) and agree(s) to indemnify and hold harmless Unified Title Company, LLC, from any loss or damage which would not have occurred if the representations contained herein had been true and if the covenants and agreements contained herein had been fully performed.
- 8. All exceptions relating to Paragraphs 2, 3, 4, 5, and 6 hereof are as follows:

NO EXCEPTIONS

- 9. The real property to which this affidavit and agreement relates is located in the state of CO and is described as follows:

A PARCEL OF LAND IN THE NORTH HALF (N1/2) OF SECTION 23, T15S, R65W OF THE 6th P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING:
THE EAST-WEST CENTERLINE OF SAID SECTION 23 BEING MONUMENTED AT THE WEST QUARTER CORNER OF SAID SECTION WITH A FOUND NO. 6 REBAR, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 23 MONUMENTED WITH AN ALUMINUM CAP STAMPED "PLS NO. 31161", BEARS N89°41'54"E A DISTANCE OF 5319.46 FEET, TO WHICH LINE ALL BEARINGS IN THIS LEGAL DESCRIPTION ARE RELATIVE;

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23;
THENCE N89°41'54"E ALONG THE CENTERLINE OF SAID SECTION 892.42 FEET TO THE SOUTHEAST CORNER OF "CREEKSIDE AT LORSON RANCH FILING NO. 1" AS RECORDED UNDER RECEPTION NO. _____, IN THE RECORDS OF EL PASO COUNTY, COLORADO;
THENCE ALONG THE SOUTHERLY LINES OF "CREEKSIDE AT LORSON RANCH FILING NO. 1" THE FOLLOWING NINETEEN (19) COURSES;
(1) THENCE N36°43'29"E A DISTANCE OF 311.41 FEET;
(2) THENCE N28°55'26"E A DISTANCE OF 265.02 FEET;
(3) THENCE S77°01'58"E A DISTANCE OF 350.83 FEET;
(4) THENCE N83°30'09"E A DISTANCE OF 446.06 FEET;
(5) THENCE N16°26'24"E A DISTANCE OF 116.82 FEET TO A POINT OF CURVE;
(6) THENCE 281.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 74°59'26", THE CHORD OF 261.74 FEET BEARS N53°56'07"E TO A POINT OF TANGENT
(7) THENCE S88°34'10"E A DISTANCE OF 160.16 FEET;
(8) THENCE S44°43'03"E A DISTANCE OF 230.04 FEET;

(9) THENCE S65°32'01"E A DISTANCE OF 188.46 FEET;
(10) THENCE N85°20'33"E A DISTANCE OF 169.20 FEET;
(11) THENCE N17°08'25"E A DISTANCE OF 123.42 FEET;
(12) THENCE N60°55'25"E A DISTANCE OF 219.41 FEET;
(13) THENCE N77°50'20"E A DISTANCE OF 405.01 FEET;
(14) THENCE S82°16'06"E A DISTANCE OF 188.62 FEET;
(15) THENCE N76°28'55"E A DISTANCE OF 247.86 FEET;
(16) THENCE N31°05'09"E A DISTANCE OF 90.00 FEET;
(17) THENCE N58°54'51"W A DISTANCE OF 4.71 FEET;
(18) THENCE N31°55'05"E A DISTANCE OF 182.34 FEET;
(19) THENCE N11°17'09"E A DISTANCE OF 16.04 FEET;
THENCE N89°35'58"E A DISTANCE OF 214.54 FEET;
THENCE S14°39'13"E A DISTANCE OF 296.78 FEET;
THENCE S36°46'52"E A DISTANCE OF 88.02 FEET;
THENCE N53°13'08"E A DISTANCE OF 50.00 FEET;
THENCE S82°45'27"E A DISTANCE OF 28.76 FEET;
THENCE N51°15'58"E A DISTANCE OF 99.40 FEET TO THE WEST LINE OF
THAT PARCEL DESCRIBED IN A WARRANTY DEED UNDER RECEPTION NO.
217154370 IN THE EL PASO COUNTY RECORDS;
THENCE ALONG THE WEST LINES OF SAID PARCEL THE FOLLOWING TWO
(2) COURSES;
(1) THENCE 164.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID
CURVE HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF
015°53'04", THE CHORD OF 164.43 FEET BEARS S44°16'05"E TO A POINT OF
NON-TANGENT;
(2) THENCE S52°12'37"E A DISTANCE OF 287.54 FEET;
THENCE S05°20'24"E A DISTANCE OF 36.67 FEET;
THENCE S52°19'34"E A DISTANCE OF 50.00 FEET;
THENCE N80°54'55"E A DISTANCE OF 36.99 FEET TO THE WEST LINE OF
THE AFORESAID PARCEL;
THENCE ALONG SAID WEST LINE 137.39 FEET ALONG THE ARC OF A
CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 780.00 FEET, A
CENTRAL ANGLE OF 10°05'31", THE CHORD OF 137.21 FEET BEARS
S58°55'31"E TO THE WEST LINE OF THAT EASEMENT DESCRIBED IN BOOK
2665 AT PAGE 715 OF THE EL PASO COUNTY RECORDS;
THENCE S38°22'41"W ALONG SAID EASEMENT LINE 250.28 FEET;
THENCE S00°19'53"E ALONG SAID EASEMENT LINE 168.87 FEET TO THE
EAST-WEST CENTERLINE OF SECTION 23;
THENCE S89°41'54"W ALONG SAID CENTERLINE 4073.30 FEET TO THE
POINT OF BEGINNING;

Property Address: **Vacant Land (Plat Commitment for Creekside South), Colorado Springs, CO**
PURCHASER WITH CONTRACTUAL RIGHTS UNDER A PURCHASE AGREEMENT WITH THE
VESTED OWNER AS IDENTIFIED AS ITEM 4 BELOW.

BY

State of Colorado
County of El Paso

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, _____ by
Purchaser with contractual rights under a purchase agreement with the vested owner as identified as Item 4 below.

My Commission expires: _____ Witness my hand and official seal.

Notary Public

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.