

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

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

**Schedule (Account) No:** 55232-13-068

**2020 TAXES PAYABLE 2021**

Owner Per Tax Record: LORSON RANCH METROPOLITAN  
DISTRICT NO 1

Property Type: Real Estate

Property Location: 6991 YAZOO DR

Property Description: TR: A CREEKSIDE AT LORSON RANCH FIL NO 1

Notes: When a property is exempt and there is an ownership or use change, the property could become taxable. You may want to contact the Assessor's office at 719 520-6636

**Alerts:**  
Change in Tax status of Property

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

<b>Tax District: DGD</b>	<b>Tax Rate</b>	<b>Tax Amount</b>
EL PASO COUNTY	0.007755	0.00
EPC ROAD & BRIDGE (UNSHARED)	0.000330	0.00
WIDEFIELD SCHOOL NO 3 - GEN	0.039861	0.00
WIDEFIELD SCHOOL NO 3 - BOND	0.009615	0.00
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004715	0.00
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	0.00
SECURITY FIRE PROTECTION	0.010002	0.00
SOUTHEASTERN COLO WATER CONSERVANCY	0.000942	0.00
LORSON RANCH METRO #3	0.066795	0.00
EL PASO COUNTY PID #2	0.010000	0.00
<b>TOTAL</b>	<b>0.151988</b>	<b>0.00</b>

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

Balance due on 2020 taxes: 0.00

**Amount due valid through** MAY 28th, 2021 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 12th day of MAY A.D. 2021

Issued to: epc/trshenson

Treasurer

Mark Lowderman  
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

20210512 41330

By: 

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

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

**Schedule (Account) No:** 55000-00-433

**2020 TAXES PAYABLE 2021**

Owner Per Tax Record: LORSON LLC NOMINEE FOR  
MURRAY FOUNTAIN LLC

Property Type: Real Estate

Property Location: SEC 23-15-65

Property Description: THAT PT OF TR IN N2 SEC 23-15-65 CONV BY REC  
#204201648 DESC AS FOLS: COM AT E4 COR SD SEC 23, TH S  
89<41'52" W 4687.53 FT TO POB, TH S 89<41'52" W  
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	31700
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>31700</b>

<u>Tax District:</u> DFR	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	245.83
EPC ROAD & BRIDGE (UNSHARED)	0.000330	10.46
WIDFIELD SCHOOL NO 3 - GEN	0.039861	1263.59
WIDFIELD SCHOOL NO 3 - BOND	0.009615	304.80
WIDFIELD SCHOOL NO 3 - COM CTR.	0.004715	149.47
WIDFIELD SCHOOL NO 3 - SEC LIB	0.001973	62.54
SECURITY FIRE PROTECTION	0.010002	317.06
SOUTHEASTERN COLO WATER CONSERVANCY	0.000942	29.86
LORSON RANCH METRO #4	0.066795	2117.40
El Paso County TABOR Refund	0.000000	-12.46
<b>TOTAL</b>	<b>0.141988</b>	<b>4488.55</b>

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

Balance due on 2020 taxes: 0.00

**Amount due valid through** MAY 28th, 2021 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 12th day of MAY A.D. 2021

Issued to: epc/trshenson

Treasurer

Mark Lowderman  
Treasurer, El Paso County

By: 

Fee for issuing this certificate \$10.00

20210512 41367

## Supplemental Information

Schedule (Account) No: 55000-00-433

Date of Issue: 12th day of MAY A.D. 2021

### Full Property Description:

4687.53 FT ALG THE S LN OF THE N2 OF SD SEC 23, TH N 48<51'45" E 512.51 FT, TH ALG ARC OF CUR TO R HAVING A RAD OF 650.00 FT A C/A OF 51<12'32" WHICH CHORD BEARS N 74<28'01" E 561.80 FT, TH NELY ALG ARC OF REVERSE CUR TO A PT OF REVERSE CUR HAVING A RAD OF 365.00 FT A C/A OF 74<02'50" WHICH CHORD BEARS N 63<02'52" E 439.56 FT, TH NELY ALG ARC OF REVERSE CUR TO A PT TANG HAVING A RAD OF 390.00 FT A C/A OF 66<38'27" WHICH CHORD BEARS N 59<20'41" E 428.47 FT, TH S 87<20'06" E 1004.97 FT, TH ALG ARC OF CUR TO L HAVING A RAD OF 1000.00 FT A C/A OF 81<59'29" WHICH CHORD BEARS N 51<26'12" E 1168.06 FT M/L, S 02<56'40" W 466.10 FT M/L, S 58<39'49" W 637.14 FT, S 78<25'43" W 846.86 FT, N 76<27'25" W 605.82 FT, S 50<17'10" W 547.71 FT, S 83<32'07" W 566.19 FT, S 45<42'49" W 268.74 FT TO POB, EX THAT PT PLATTED TO CREEKSIDE AT LORSON RANCH FIL NO 1

### Alerts:

### Owners:

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

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

**Schedule (Account) No:** 55000-00-435

**2020 TAXES PAYABLE 2021**

Owner Per Tax Record: LORSON LLC NOMINEE FOR  
MURRAY FOUNTAIN LLC

Property Type: Real Estate

Property Location: SEC 13-15-65

Property Description: TR IN SE4 SEC 14 & N2 SEC 13; NW4 SEC 24, N2 SEC  
23-15-65 DESC AS FOLS: COM AT THE COMMON COR SECS 13,  
14, 23, & 24 FROM WHICH THE COMMON COR OF SECS 14, 15,  
>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

<u>Assessed Value</u>		
Land	\$	103060
Improvement	\$	0
<b>TOTAL</b>	<b>\$</b>	<b>103060</b>

<u>Tax District:</u> DFR	<u>Tax Rate</u>	<u>Tax Amount</u>
EL PASO COUNTY	0.007755	799.23
EPC ROAD & BRIDGE (UNSHARED)	0.000330	34.01
WIDEFIELD SCHOOL NO 3 - GEN	0.039861	4108.07
WIDEFIELD SCHOOL NO 3 - BOND	0.009615	990.92
WIDEFIELD SCHOOL NO 3 - COM CTR	0.004715	485.93
WIDEFIELD SCHOOL NO 3 - SEC LIB	0.001973	203.34
SECURITY FIRE PROTECTION	0.010002	1030.81
SOUTHEASTERN COLO WATER CONSERVANCY	0.000942	97.08
LORSON RANCH METRO #4	0.066795	6883.89
El Paso County TABOR Refund	0.000000	-40.50
<b>TOTAL</b>	<b>0.141988</b>	<b>14592.78</b>

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

Balance due on 2020 taxes: 0.00

**Amount due valid through** MAY 28th, 2021 : \$ 0.00

**IN WITNESS WHEREOF,** I hereonto set my hand and seal this 12th day of MAY A.D. 2021

Issued to: epc\trshenson Treasurer

Mark Lowderman  
Treasurer, El Paso County

By: 

## Supplemental Information

Schedule (Account) No: 55000-00-435

Date of Issue: 12th day of MAY A.D. 2021

### Full Property Description:

22, & 23 BEARS S 89<43'15" W 5294.45 FT & THE SE COR OF SEC 13 BEARS N 89<18'33" E 5322.91 FT, TH N 32<46'16" W 1108.52 FT FOR POB, TH N 03<10'04" E 112.56 FT, TH ALG ARC OF CUR TO THE R HAVING A RAD OF 800.0 FT A C/A OF 34<00'02" WHICH CHORD BEARS N 20<10'05" E 467.80 FT, TH N 37<10'06" E 219.15 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 500.0 FT A C/A OF 49<40'31" WHICH CHORD BEARS N 12<19'50" E 420.05 FT, TH N 12<30'25" W 581.34 FT, N 89<42'03" E 331.23 FT ALG N LN SE4 SD SEC 14 TO E4 COR SD SEC 14, TH N 89<32'00" E 2694.23 FT ALG N LN S2 SD SEC 13, TH S 00<28'00" E 299.77 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 460.0 FT A C/A OF 34<31'50" WHICH CHORD BEARS S 17<43'55" E 273.05 FT, TH S 59<03'15" W 303.50 FT, TH ALG ARC OF CUR TO THE R HAVING A RAD OF 732.50 FT A C/A OF 28<47'37" WHICH CHORD BEARS S 73<27'04" W 364.25 FT, TH S 87<50'52" W 857.13 FT, TH ALG ARC OF CUR TO THE L HAVING A RAD OF 467.50 FT A C/A OF 87<50'52" WHICH CHORD BEARS S 43<55'26" W 648.61 FT, TH S 00<00'00" E 1109.69 FT, TH ALG ARC OF CUR TO THE R HAVING A RAD OF 632.50 FT A C/A OF 76<39'36" WHICH CHORD BEARS S 38<19'48" W 784.54 FT,  
\*\*Property Description Incomplete\*\*

### Alerts:

### Owners:

**Unified Title Company, LLC**  
**101 S. Sahwatch Street, Suite 110**  
**Colorado Springs, CO 80903**  
Phone: 719-578-5900  
Fax:

**Transmittal Information**

Date: 05/12/2021  
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  
Saint Aubyn Homes, LLC, a Colorado limited liability company

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For changes and updates please contact your Title officer:  
**Pam Bird**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
Phone: 719-520-0191  
Fax: 719-955-7077  
E-mail: [pbird@etinv.com](mailto:pbird@etinv.com)

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**Customer:**  
**The Landhuis Company**  
212 N. Wahsatch Avenue, Suite 301  
Colorado Springs, CO 80903  
Phone: 719-635-3200 Fax: 719-635-3244  
Attn: Jeff Mark  
DELIVERED VIA: E-MAIL

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

DELIVERED VIA: AGENT

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

DELIVERED VIA: AGENT

Saint Aubyn Homes, 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:**

**Phone: Fax:**

**Attn:**

**Attn:**

**Other:**

**Kimley-Horn  
2 North Nevada Avenue  
Colorado Springs, CO 80903  
Phone: 719-284-7280  
Attn: Jim Houk  
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**

**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: Update and amend to bring the effective date forward.  
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.**



101 S. Sahwatch Street, Suite 110, 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.



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

**ALTA Commitment For Title Insurance  
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
WESTCOR LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

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

Issued By:

**WESTCOR LAND TITLE INSURANCE COMPANY**

Unified Title Company, LLC

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



By: Mary O'Donnell  
President

Attest: [Signature]  
Secretary

*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; and signed by the Company or its issuing agent that may be in electronic form.*



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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; and signed by the Company or its issuing agent that may be in electronic form.*

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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; and signed by the Company or its issuing agent that may be in electronic form.*

## 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: April 21, 2021, 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:

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

To Be Determined End	\$	300.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Date Down End.	\$	50.00
Total:	\$	550.00

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:

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

Saint Aubyn Homes, LLC, a Colorado limited liability company, as their interest may appear

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

APN: 5500000424, 422, 406 and 5523100005

Countersigned  
Unified Title Company, LLC

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By: *Lyle Thomas Wilcox*

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**Tom Wilcox**

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**EXHIBIT "A"**

A parcel of land in the North half (N 1/2) of Section 23, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of 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 N 89° 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 N 89° 41' 54" E along the centerline of said Section, 892.24 feet to the Southeast corner of "Creekside at Lorson Ranch Filing No. 1" as recorded under Reception No. 220714514, in the records of El Paso County, Colorado and the Point of Beginning; thence along the Southerly and Easterly lines of "Creekside at Lorson Ranch Filing No. 1" the following twenty-two (22) courses:

- 1) thence N 36° 43' 29" E, a distance of 311.41 feet;
- 2) thence N 28° 55' 26" E, a distance of 265.02 feet;
- 3) thence S 77° 01' 58" E, a distance of 350.83 feet;
- 4) thence N 83° 30' 09" E, a distance of 446.06 feet;
- 5) thence N 16° 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 N 53° 56' 07" E to a point of tangent;
- 7) thence S 88° 34' 10" E, a distance of 160.16 feet;
- 8) thence S 44° 43' 03" E, a distance of 230.04 feet;
- 9) thence S 65° 32' 01" E, a distance of 188.46 feet;
- 10) thence N 85° 20' 33" E, a distance of 169.20 feet;
- 11) thence N 17° 08' 25" E, a distance of 123.42 feet;
- 12) thence N 60° 55' 25" E, a distance of 219.41 feet;
- 13) thence N 77° 50' 20" E, a distance of 405.01 feet;
- 14) thence S 82° 16' 06" E, a distance of 188.62 feet;
- 15) thence N 76° 28' 55" E, a distance of 247.86 feet;
- 16) thence N 31° 05' 09" E, a distance of 90.00 feet;
- 17) thence N 58° 54' 51" W, a distance of 4.71 feet;
- 18) thence N 31° 55' 05" E, a distance of 182.34 feet;
- 19) thence N 11° 17' 09" E, a distance of 285.14 feet;
- 20) thence N 00° 29' 43" E, a distance of 173.06 feet;
- 21) thence N 11° 46' 57" E, a distance of 127.69 feet;
- 22) thence N 21° 18' 01" E, a distance of 20.20 feet to the Southerly right of way line of Lorson Boulevard as shown on the plat of "Lorson Ranch East Filing No. 1" as recorded under Reception No. 219714288 in the records of El Paso County, Colorado;

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Thence along said line the following four (4) courses:

- 1) thence S 86° 49' 28" E, a distance of 128.25 feet;
- 2) thence N 89° 35' 58" E, a distance of 125.90 feet;
- 3) thence S 47° 05' 26" E, a distance of 38.26 feet;
- 4) thence S 00° 24' 02" E, a distance of 38.12 feet to the Northwest corner of Trappe Drive as shown on the plat of "Lorson Ranch East Filing No. 4" as recorded under Reception No. 220714583 in the records of El Paso County, Colorado;

Thence along the West line of Trappe Drive the following four (4) courses:

- 1) thence S 00° 24' 02" E, a distance of 429.71 feet to a point of curve;
- 2) thence 538.03 feet along the arc of a curve to the left, said curve having a radius of 595.00 feet, a central angle of 51° 48' 35", the chord of 519.88 feet bears S 26° 18' 20" E to a point of tangent;
- 3) thence S 52° 12' 37" E, a distance of 365.17 feet to a point on a tangent curve;
- 4) thence 160.11 feet along the arc of a curve to the left, said curve having a radius of 780.00 feet, a central angle of 11° 45' 40", the chord of 159.83 feet bears S 58° 05' 27" E to the West line of that easement described in Book 2665 at Page 715 in the records of El Paso County, Colorado;

Thence S 38° 22' 41" W along said easement line 250.28 feet; thence S 00° 19' 53" E along said easement line 168.15 feet to the North line of "Peaceful Valley Lake Estates" as recorded at Book L-2 at Page 54 in the records of El Paso County, Colorado; thence along said line the following three (3) courses:

- 1) thence S 89° 39' 37" W, a distance of 901.19 feet;
- 2) thence S 89° 42' 13" W, a distance of 1420.76 feet;
- 3) thence S 89° 39' 13" W, a distance of 514.55 feet to the Northeast corner of "Apple Ridge Subdivision" as recorded under Reception No. 220714583 in the records of El Paso County, Colorado;

thence S 89° 43' 11" W along the North line thereof 649.58 feet to the Northwest corner of said "Apple Ridge Subdivision"; thence S 89° 41' 22" W, a distance of 587.22 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**. School Site Dedication Agreement in connection therewith recorded April 27, 2012 at **Reception No. 212047863**.
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

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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**.

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**. Terms, agreements, provisions, conditions, obligations and easements as set forth in Quit Claim deed in connection therewith recorded July 23, 2020 at **Reception No. 220108096**.
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**. Release and Vacation of Construction Easement in connection therewith recorded March 23, 2020 at **Reception No. 220039930**.
26. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Construction Easement Agreement, recorded June 12, 2008 at **Reception No. 208067660**. Release and Vacation of Construction Easement in connection therewith recorded March 23, 2020 at **Reception No. 220039927**.
27. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 05-526 (rezone) recorded on November 5, 2008 at **Reception No. 208120452**.

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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](#). Terms, agreements, provisions, conditions, obligations and easements as set forth in Partial release and Vacation of Water and Sanitary Sewer Easement Agreement in connection therewith recorded January 07, 2021 at [Reception No. 221003197](#).
29. Terms, agreements, provisions, conditions and obligations as contained in Mineral Quit Claim Deed November 16, 2012 at [Reception No. 212137059](#). Relinquishment and Quitclaim of Surface Rights in connection therewith recorded April 21, 2020 at [Reception No. 220054583](#).
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.
35. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-17 to approve a credit for Lorson LLC for Bridge and Drainage Improvements Constructed within the Jimmy Camp Creek (FOFO2000) basin recorded January 14, 2020 at [Reception No. 220006094](#).
36. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded June 12, 2008 at [Reception No. 208067645](#). Release and Vacation of Construction Easement in connection therewith recorded June 03, 2020 at [Reception No. 220076440](#) and Release and Vacation of Easement recorded June 04, 2020 at [Reception No. 220077433](#).
37. Terms, agreements, provisions, conditions, obligations and easements as contained in Water and Sanitary Sewer Easement Agreement, recorded June 12, 2008 at [Reception No. 208067648](#). Release and Vacation of Construction Easement in connection therewith recorded June 03, 2020 at [Reception No. 220076442](#) and Release and Vacation of Easement recorded June 04, 2020 at [Reception No. 220077435](#).
38. Terms, agreements, provisions, conditions, obligations and easements as contained in Sanitary Sewer Easement Agreement recorded December 9, 2009 at [Reception No. 209141158](#). Terms, agreements, provisions, conditions, obligations and easements as contained in Release and Vacation of Water and Sanitary Sewer Easement Agreement recorded January 07, 2021 at [Reception No. 221003199](#).

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39. Terms, agreements, provisions, conditions, obligations and easements as contained in Sanitary Sewer Easement Agreement recorded March 27, 2019 at **Reception No. 219031048**. Terms, agreements, provisions, conditions, obligations and easements as contained in Release and Vacation of Temporary Access Easement in connection therewith recorded January 07, 2021 at **Reception No. 221003170**.
40. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-278, Approval of the Creekside South at Lorson Ranch Map Amendment (Rezoning) and PUD Development Plan (PUDSP-20-001) recorded July 29, 2020 at **Reception No. 220111558**.
41. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-322, Approving a Petition for Inclusion of Property within El Paso County Public Improvement District No. 2 - Creekside South at Lorson Ranch Filing No. 1, recorded September 01, 2020 at **Reception No. 220134725**.
42. Terms, agreements, provisions, conditions and obligations as contained in Creekside South at Lorson Ranch PUD Development & Preliminary Plan recorded September 15, 2020 at **Reception No. 220143366** and recorded November 24, 2020 at **Reception No. 220191656**.
43. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-375, Approve a Park Lands Agreement between Lorson, LLC, Lorson Ranch Metropolitan District and El Paso County for Creekside South at Lorson Ranch Filing No. 1, recorded October 27, 2020 at **Reception No. 220172015**.
44. Terms, agreements, provisions, conditions and obligations as contained in Record of Administrative Action, for approval of a Final Plat for Creek South at Lorson Ranch (SF-20-017) recorded February 3, 2021 at **Reception No. 221021559**.

**FOR INFORMATIONAL PURPOSES ONLY:**

Deed recorded December 08, 2004 at **Reception No. 204201627**.  
Deed recorded December 9, 2004 at **Reception No. 204201648**.  
Deed recorded December 9, 2004 at **Reception No. 204201653**.  
Deed recorded February 03, 2021 at **Reception No. 221021606**.  
Deed recorded February 11, 2021 at **Reception No. 221028157**.

~~INTENTIONALLY DELETED. 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**.~~

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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.

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Unified Title Company, LLC

Disclosures

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

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

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

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

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

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

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

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

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

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

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

**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

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