



Capstone Title  
5555 Tech Center Drive, Suite 120  
Colorado Springs, CO 80919  
(719) 228-1060 Phone  
Fax

**AGENT FOR: Stewart Title Guaranty Company**

DATE: June 14, 2022  
ORDER NO.: 221269  
PROPERTY ADDRESS: . STERLING RANCH EAST PHASE 1, COLORADO SPRINGS, CO 80908  
SCHEDULE NO.: 52000-00-552, 553, 554 & 547  
BUYER/BORROWER: A PURCHASER TO BE DETERMINED  
SELLER: CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

**PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:**

CLASSIC SRJ LAND, LLC, A COLORADO  
LIMITED LIABILITY COMPANY  
2138 FLYING HORSE CLUB DRIVE  
COLORADO SPRINGS, CO 80921  
ATTN: NATE LENZ  
ATTN: LOREN MORELAND

A PURCHASER TO BE DETERMINED

CLASSIC CONSULTING  
619 N. CASCADE AVE., SUITE 200  
COLORADO SPRINGS, CO 80903  
ATTN: MARC WHORTON  
ATTN: DOUG REINELT

**SPECIAL INSTRUCTIONS:**

**CLOSING QUESTIONS:**

**TITLE QUESTIONS:**

**Melina Alvarez**  
**[melina.alvarez@capstonetitleco.com](mailto:melina.alvarez@capstonetitleco.com)**

ENCLOSED PLEASE FIND THE FOLLOWING IN CONNECTION WITH THE ABOVE CAPTIONED ORDER. THANK YOU.

☒ Commitment  
☐ Tax Certificate  
☐ Endorsement  
☐ Plat and Covenants

☐ Revised Commitment  
☐ Identity Affidavit  
☐ Final Affidavit  
☒ Other: linked exceptions



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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 EXTRACONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

CBST Escrow, LLC  
5555 Tech Center Drive  
Suite 120  
Colorado Springs, CO 80919  
(719) 228-1060



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 3



## 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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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.

**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 and authenticated by a person authorized by the Company.
- (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>>.

## **STEWART TITLE GUARANTY COMPANY**

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 77252-2029.

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Transaction Identification Data for reference only:

Issuing Agent: CBST Escrow, LLC  
Issuing Office: 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919  
Issuing Office's ALTA® Registry ID:  
Loan ID Number: N/A  
Commitment Number: 221269  
Issuing Office File Number: 221269  
Property Address: . STERLING RANCH EAST PHASE 1, COLORADO SPRINGS, CO 80908  
Revision Number:

1. **Commitment Date:** June 07, 2022 at 8:00 A.M.

## 2. Policy to be issued:

## Proposed Policy Amount

(a) ALTA Owner's Policy Standard

\$5,000.00

Premium: \$500.00

Proposed Insured: A PURCHASER TO BE DETERMINED

(b) ALTA Loan Policy

## 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:

CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

## 5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## STEWART TITLE GUARANTY COMPANY

## STATEMENT OF CHARGES

These charges are due and payable  
before a policy can be issued



Authorized Countersignature

ALTA TITLE REPORT

\$500.00

**TOTAL**

**\$500.00**

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 5



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A  
SCHEDULE A**

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION: STERLING RANCH EAST PHASE I PRELIMINARY PLAN**

THREE (3) PARCELS OF LAND BEING A PORTION OF SECTIONS 27, 28, 33 AND 34, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR N89°08'28"E, A DISTANCE OF 1356.68 FEET.

**PARCEL 1**

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S12°01'42"W, A DISTANCE OF 7255.05 FEET TO THE POINT OF BEGINNING;

THENCE N76°19'20"E, A DISTANCE OF 1787.08 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 23°26'55", A RADIUS OF 1540.00 FEET AND A DISTANCE OF 630.26 FEET TO A POINT ON CURVE;

THENCE S36°12'00"E, A DISTANCE OF 188.72 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 54°34'00", A RADIUS OF 575.00 FEET AND A DISTANCE OF 547.61 FEET TO A POINT OF TANGENT;

THENCE N89°14'00"E, A DISTANCE OF 7.06 FEET;

THENCE S00°46'00"E, A DISTANCE OF 1085.87 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S89°14'14"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 166.30 FEET TO THE SOUTHEAST CORNER OF SECTION 33 OF SAID TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 THE FOLLOWING TWO (2) COURSES:

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 5



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

1. S89°13'48"W, A DISTANCE OF 1401.41 FEET;
2. S89°04'30"W, A DISTANCE OF 1646.85 FEET;

THENCE N35°56'43"E, A DISTANCE OF 113.88 FEET;  
THENCE N78°47'17"E, A DISTANCE OF 182.32 FEET;  
THENCE N54°45'26"E, A DISTANCE OF 199.63 FEET;  
THENCE N30°01'21"W, A DISTANCE OF 151.07 FEET;  
THENCE N05°59'19"W, A DISTANCE OF 253.00 FEET;  
THENCE N17°59'13"E, A DISTANCE OF 156.80 FEET;  
THENCE N40°32'14"W, A DISTANCE OF 73.04 FEET TO THE POINT OF BEGINNING.

## PARCEL 2

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S00°12'09"E, A DISTANCE OF 3492.74 FEET TO THE POINT OF BEGINNING;

THENCE S50°26'12"E, A DISTANCE OF 588.91 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 26°05'19", A RADIUS OF 2065.000 FEET AND A DISTANCE OF 940.26 FEET TO A POINT OF TANGENT;  
THENCE S76°31'31"E, A DISTANCE OF 232.57 FEET;  
THENCE S31°31'31"E, A DISTANCE OF 49.50 FEET;  
THENCE S13°28'29"W, A DISTANCE OF 1168.84 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 62°50'51", A RADIUS OF 1460.00 FEET AND A DISTANCE OF 1601.47 FEET TO A POINT OF TANGENT;  
THENCE S76°19'20"W, A DISTANCE OF 1901.79 FEET TO THE SOUTHEASTERLY CORNER OF STERLING RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 218714161;

THENCE ON THE EASTERLY BOUNDARY OF SAID STERLING RANCH FILING NO. 1 THE FOLLOWING TWENTY-SIX (26) COURSES:

1. N76°13'42"W, A DISTANCE OF 278.31 FEET;
2. N17°53'47"W, A DISTANCE OF 105.91 FEET;
3. N46°52'24"E, A DISTANCE OF 128.28 FEET;
4. N15°27'56"W, A DISTANCE OF 241.77 FEET;
5. N00°53'19"W, A DISTANCE OF 131.63 FEET;
6. N35°47'33"E, A DISTANCE OF 139.61 FEET;
7. N46°04'45"E, A DISTANCE OF 252.38 FEET;
8. N60°18'33"E, A DISTANCE OF 166.84 FEET;
9. N65°39'18"E, A DISTANCE OF 252.42 FEET;
10. N02°44'27"E, A DISTANCE OF 452.46 FEET;
11. N26°06'12"W, A DISTANCE OF 393.42 FEET;
12. N04°22'24"W, A DISTANCE OF 296.69 FEET;

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 5



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

13. N13°28'59"E, A DISTANCE OF 371.46 FEET;
14. S88°53'18"E, A DISTANCE OF 56.14 FEET;
15. S19°39'33"E, A DISTANCE OF 163.51 FEET;
16. S50°40'25"E, A DISTANCE OF 72.52 FEET;
17. N50°58'40"E, A DISTANCE OF 94.24 FEET;
18. N40°27'16"E, A DISTANCE OF 150.60 FEET;
19. N65°02'48"E, A DISTANCE OF 632.56 FEET;
20. N87°30'37"E, A DISTANCE OF 117.08 FEET;
21. N59°31'52"E, A DISTANCE OF 178.71 FEET;
22. N00°14'13"E, A DISTANCE OF 243.48 FEET;
23. N31°50'18"E, A DISTANCE OF 229.19 FEET;
24. N42°37'17"E, A DISTANCE OF 138.57 FEET;
25. N14°40'14"W, A DISTANCE OF 112.26 FEET;
26. N39°33'48"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

## PARCEL 3

COMMENCING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO, SAID POINT BEING THE SOUTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO;

THENCE ON THE SOUTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING THREE (3) COURSES:

1. N89°08'28"E, A DISTANCE OF 1326.68 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 28;
2. S00°53'18"E, A DISTANCE OF 1316.78 FEET;
3. N87°35'00"E, A DISTANCE OF 73.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N87°35'00"E, ON THE SOUTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1, A DISTANCE OF 619.76 FEET;  
THENCE CONTINUING N87°35'00"E, A DISTANCE OF 639.38 FEET;  
THENCE S00°54'30"E, A DISTANCE OF 1401.50 FEET;  
THENCE S77°09'45"W, A DISTANCE OF 226.32 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 63°41'16", A RADIUS OF 770.00 FEET AND A DISTANCE OF 855.90 FEET TO A POINT OF TANGENT;  
THENCE S13°28'29"W, A DISTANCE OF 121.71 FEET;  
THENCE N76°31'31"W, A DISTANCE OF 326.10 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 26°05'19", A RADIUS OF 175.00 FEET AND A DISTANCE OF 79.68 FEET TO A POINT OF TANGENT;  
THENCE N50°26'12"W, A DISTANCE OF 587.17 FEET;  
THENCE S39°33'48"W, A DISTANCE OF 980.00 FEET;  
THENCE N50°26'12"W, A DISTANCE OF 545.41 FEET;  
THENCE N03°04'57"W, A DISTANCE OF 230.22 FEET;  
THENCE N14°57'52"E, A DISTANCE OF 155.36 FEET;

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 4 of 5





# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

THENCE N41°47'19"E, A DISTANCE OF 88.37 FEET;  
THENCE N32°15'45"E, A DISTANCE OF 71.66 FEET  
THENCE N19°42'21"E, A DISTANCE OF 185.56 FEET;  
THENCE N12°38'34"E, A DISTANCE OF 55.41 FEET;  
THENCE N27°12'58"E, A DISTANCE OF 75.48 FEET;  
THENCE N01°04'54"E, A DISTANCE OF 49.42 FEET;  
THENCE N87°04'53"E, A DISTANCE OF 91.55 FEET;  
THENCE N12°28'27"E, A DISTANCE OF 90.70 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 85°24'40", A RADIUS OF 85.46 FEET  
AND A DISTANCE OF 127.39 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°27'48", A RADIUS OF 208.41 FEET  
AND A DISTANCE OF 78.07 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 66°07'59", A RADIUS OF 43.53 FEET  
AND A DISTANCE OF 50.24 FEET TO A POINT ON CURVE;  
THENCE S63°10'02"E, A DISTANCE OF 59.72 FEET;  
THENCE S82°52'49"E, A DISTANCE OF 82.74 FEET;  
THENCE N82°29'37"E, A DISTANCE OF 85.63 FEET;  
THENCE N51°10'06"E, A DISTANCE OF 86.23 FEET;  
THENCE N56°06'51"E, A DISTANCE OF 68.55 FEET;  
THENCE N29°35'35"E, A DISTANCE OF 198.68 FEET;  
THENCE N51°16'10"E, A DISTANCE OF 361.44 FEET;  
THENCE N27°44'47"E, A DISTANCE OF 82.16 FEET;  
THENCE N07°20'33"E, A DISTANCE OF 248.45 FEET;  
THENCE N17°58'09"E, A DISTANCE OF 105.84 FEET;  
THENCE N23°30'33"E, A DISTANCE OF 96.02 FEET;  
THENCE N04°00'08"E, A DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING.

## LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO  
HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED  
UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF,  
ARE CORRECT.

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 5 of 5



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

File No.: 221269

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.
5. Release of Deed of Trust dated \*, given by CLASSIC SRJ LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY to the Public Trustee of El Paso County for the use of \* to secure payment of \$\*, recorded \* at Reception No. \*.
6. Deed from owner to purchaser.
7. Deed of Trust from purchaser to the Public Trustee for the use of the lender.

NOTE FOR INFORMATIONAL PURPOSES ONLY: The current Vesting Deed/24 Month Chain of Title was recorded \* at Reception No. \*.

### REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- C. Upon receipt of Item B required above, satisfactory to the company, then printed exceptions no. 2, 3, 4 and 5 of Schedule B, Section 2 hereof will be deleted from the Loan Policy when issued and upon payment, Form 100 will be attached thereto.
- D. Payment of any and all assessments to a Homeowners Association as provided for under the Declaration of Covenants and Restrictions.

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 221269

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 will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes, assessments and unredeemed tax sales.
9. Any increase or decrease in the area of the Land and any adverse claim to any portion of the Land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the Land.
10. Reservations contained in Patent(s) recorded January 16, 1885 in Book 35 at Page [364](#), recorded April 17, 1886 in Book 72 at Page [51](#), and recorded November 16, 1986 in Book 72 at Page [78](#) and Page [81](#), as follows: Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.
11. Terms, agreements, provisions, conditions and obligations as contained in Right-of-Way Easement to Ford, Bacon & David Inc recorded October 15, 1927 In Book 798 at Page [165](#).

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 4



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

12. Reservation by grantors, their heirs and assigns of an undivided one half interest in all oil, gas and other mineral rights, together with the full and free right to enter upon said premises as reserved by Grantors in the Deed recorded March 3, 1954 in Book 1419 at Page [198](#). Conveyance of said right as contained in deeds Recorded October 18, 1984 in Book 3929 at Pages [634](#), [635](#), and [636](#), April 17, 1987 in [Book 5350 at Page 1362](#) and [Page 1363](#), May 9, 1988 in Book 5504 at Page [1439](#), June 11, 2003 at Reception No. [203129447](#). Correction Quitclaim Deed recorded on June 26, 2007 at Reception No. [207085432](#). As affected by Quitclaim Deed and Waiver of Surface Rights recorded on March 29, 2006 at Reception No. [206045406](#). Affidavit regarding known Aggregate Value recorded July 12, 2000 at Reception No. [200081217](#). Request for Notification Form recorded December 30, 2003 at Reception No. [203295839](#).
13. Terms, agreements, provisions, conditions and obligations as contained in Right of Way Agreement to Wyco Pipeline Company recorded July 11, 1966 in Book 219 at Page [374](#). Matters as set forth in Encroachment Agreement recorded in connection with said easement recorded on September 4, 2018 at Reception No. [218102794](#).
14. Any tax, lien, fee or assessment by reason of inclusion of subject property on the Black Forest Volunteer Fire Protection District, as evidenced by Decree recorded August 21, 1975 in Book 2772 at Page [121](#). Order Changing name to Black Forest Fire/Rescue Protection District, recorded July 28, 1980 in Book 3333 at Page [799](#). Notices of General Obligation Indebtedness recorded December 17, 2001 at Reception No. [201185017](#) and recorded May 20, 2011 at Reception No. [211049996](#).
15. The effect of Notice Concerning Underground Facilities of the Mountain View Electric Association, Inc. recorded May 9, 1983 in [Book 3718 at Page 812](#).
16. The effect of Reservation of Nontributary Ground Water recored March 11, 1986 in [Book 5138 at Page 132](#).
17. Terms, agreements, provisions, conditions and obligations as contained in Resolution No 00-542 Recorded March 9, 2001 recorded at Reception No. [201029151](#).
18. Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded March 21, 2001 at Reception No. [201034022](#).
19. Restrictions as contained in Trustee's Special Warranty Deed recorded March 29, 2006 at Reception No. [206045408](#).
20. Water rights, claims or title to water , including but not limited to those rights as disclosed by Trustee's QuitClaim Deed (Water Rights) recorded on March 29, 2006 at Reception No. [206045410](#), and Quit Claim Deeds recorded October 31, 2014 at Reception Nos. [214100608](#) and [214100609](#).
21. The effect of Resolution No. 08-476 Sketch Plans for Sterling Ranch recorded August 25, 2009 at Reception No. [209100915](#). Resolution No. 13-416 Extending the Expiration Period recorded October 2, 2013 at Reception No. [213124429](#). Resolution No. 14-441 Approval of a Request for a Two Year Extension recorded on November 26, 2014 at Reception No. [214109190](#).
22. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Sterling Ranch Metropolitan District No. 2, as evidenced by Resolution No. 10-264 recorded July 9, 2010 at Reception No. [210065613](#). Order

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 4



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

and Decree Organizing District recorded March 7, 2011 at Reception Nos. [211023430](#), and [211023431](#). Consolidated Service Plan for Sterling Ranch Metropolitan District Nos. 1, 2 and 3 recorded May 21, 2014 at Reception No. [214042782](#). Resolution concerning the imposition if a District facilities Fee recorded July 29, 2015 at Reception No. [215081385](#).

23. Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreements recorded March 14, 2014 at Reception Nos. [21421315](#), [21421316](#), [21421317](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Water Easement recorded March 14, 2014 at Reception No. at Reception No. [214021314](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Administratively Approved Permit Recorded July 31, 2014 at Reception No. [214068509](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Agreement to Grant Access and Utility Easements recorded October 31, 2014 at Reception Nos. [214100440](#), [214100441](#), and [214100442](#). As affected by Easement Vacation and Modification recorded April 26, 2016 at Reception Nos. [21643584](#), and [21643585](#).
27. Any tax, lien, fee, or assessment by reason of inclusion of subject property in the Sterling Ranch Metropolitan District No. 1, as evidenced by Order for Inclusion recorded September 14, 2016 at Reception No. [216105297](#). Consolidated Service Plan for Sterling Ranch Metropolitan District Nos. 1, 2 and 3 recorded May 21, 2014 at Reception No. [214042782](#). Resolution concerning the Water Tap Fee recorded November 19, 2018 at Reception Nos. [218134276](#) and [218134277](#). Resolution concerning the imposition of various fees, rates, penalties and charges for water, sewer, open space and streetlight services and facilities recorded on July 26, 2019 at Reception No. [219085543](#). Resolution establishing guidelines for the processing and collection of delinquent fees and charges recorded on July 26, 2019 at Reception No. [219085544](#). Resolution concerning the imposition of a sand creek channel drainage improvements fee recorded July 26, 2019 at Reception No. [219085545](#). Resolution concerning the imposition of capital facilities fee recorded October 23, 2020 at Reception No. [220169746](#).
28. Amended and Restated Covenants, conditions and restrictions for Sterling Ranch Residential recorded January 10, 2019 at Reception No. [219003168](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. First Amendment thereto recorded May 23, 2019 at Reception No. [219055956](#)  
**NOTE: Subject property is included in the "Expansion Property" as set forth in Exhibit B of said instrument.**
29. Covenants, conditions and restrictions for Sterling Ranch Residential recorded February 14, 2019 at Reception No. [219016251](#), which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.  
**NOTE: Subject property is included in the "Expansion Property" as set forth in Exhibit B of said instrument.**
30. Terms, agreements, provisions, conditions and obligations as contained in Colorado Ground Water Commission Findings and Orders recorded February 20, 2020 at Reception Nos. [220024149](#), [220024150](#), and [220024151](#).

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 4



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

31. Terms, agreements, provisions, conditions and obligations as contained in Easements to Tri-State Generation and Transmission Association, Ins, and Mountain View Electric Association, Inc, recorded March 31, 2021, Transmission Line Easement recorded at Reception No. [22163828](#), Temporary Access Easement recorded at Reception No. [22163829](#), and Drainage Swale Easement recorded at Reception No. [22163830](#).
32. Terms, agreements, provisions, conditions and obligations as contained in Right-of-Way Easement to Mountain View Electrical Association, Inc recorded March 15, 2022 at Reception No. [222037195](#).
33. Terms, agreements, provisions, conditions and obligations as contained in Grant of Right of Way to Mountain View Electric Association, Inc recorded April 6, 2022 at Reception No. [222048292](#). Memorandum recorded in connection herewith recorded on April 21, 2022 at Reception No. [222056044](#)

NOTE: This commitment is not a report or representation as to mineral interests, and should not be used, or relied upon, in connection with the notice requirements that are set forth in CRS 24-65.5-103.

NOTE: The commitment does not reflect the status of title to water rights or representation of said rights.

**NOTE:** This commitment is issued for informational purposes only and is subject to further Requirements and/or Exceptions upon disclosure to the Company of the proposed insured. Liability is limited to the amount paid for this report.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:** The current Vesting Deed was recorded December 22, 2021 at Reception No. [221232399](#).

*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 a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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

File No. 221269

CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 4 of 4



# DISCLOSURES

File No.: 221269

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 8-1-2, 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 Capstone Title conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

---

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

---

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

---

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

---

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

# STG Privacy Notice 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 title 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

## SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <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>
<b>What sharing can I limit?</b>	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, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056



## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Capstone Title 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 Capstone Title, and its affiliates (" N/A "), 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 Capstone Title, 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

<b>How often do/does Capstone Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Capstone Title protect my personal information?</b>	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.
<b>How do/does Capstone Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <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>
<b>What sharing can I limit?</b>	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: Capstone Title, 5555 Tech Center Drive, Suite 120, Colorado Springs, CO 80919