stewart title

Stewart Title Company 1307 Fortino Blvd, Unit C Pueblo, CO 81008

Real partners. Real possibilities.™

Date: March 25, 2019 **File Number:** 382025

Property Address: VL, Fountain, CO 80817

Buyer/Borrower: TBD TBD

Please direct all Title inquiries to:

Beene Smith

Phone: (719) 544-2323

Fax:

Email Address: beesmith@stewart.com

TBD TBD

Delivery Method: By Agent

Waleta S Fisher Mary Margaret Trujillo Delivery Method: By Agent

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

stewart title

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.

Authorized Countersignature

Stewart Title Company 1307 Fortino Blvd, Unit C Pueblo. CO 81008 TEMPORALE COMMENTATION OF THE STATE OF THE S

Matt Morris
President and CEO

se Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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.

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File No.: 382025

ALTA Commitment For Title Insurance 8-1-16

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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;
 - (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.

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File No.: 382025

ALTA Commitment For Title Insurance 8-1-16

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.

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AMERICAN LAND TITLE ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent:

Stewart Title Company

Issuing Office:

1307 Fortino Blvd, Unit C, Pueblo, CO 81008

Issuing Office 's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

382025

Issuing Office File Number:

382025

Property Address: Revision Number: VL, Fountain, CO 80817

1. Commitment Date: March 18, 2019 at 8:00AM

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Standard Proposed Insured: TBD TBD

\$1,000.00

(b) ALTA Loan Proposed Insured:

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:

Waleta S. Fisher and Mary Margaret Trujillo

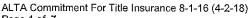
5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 382025

A tract of land in the Southeast quarter of the Southeast quarter of Section 24, Township 15 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

Commencing at a point on the Westerly right of way line of Old Colorado Springs Pueblo Road a distance of 357.0 feet Northwesterly of the South line of said Section 24;

Thence Northwesterly on the last course a distance of 249.3 feet to the Point of Beginning;

Thence North 67°02'30" West, a distance of 72.2 feet;

Thence North 50°12'30" West, a distance of 127.5 feet;

Thence Northeasterly at an angle to the right a distance of 66.1 feet to the point of intersection with the aforementioned road;

Thence Southeasterly at an angle to the right along said road, a distance of 186.3 feet to the point of beginning.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 382025

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.
- 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. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
- Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- 7. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
- 8. Payment of any and all assessments and expenses which may be assessed to the property.
- 9. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.
 - NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.
- 10. Execution of an acceptable <u>survey affidavit</u> certifying that there have been no new improvements constructed or major structural changes made on the subject property.
 - NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.
- 11. Verification of legal description by licensed surveyor.
- 12. Evidence satisfactory to the Company showing full satisfaction of all terms, conditions, and obligations as disclosed in that certain Stipulation issued by the District Court, County of El Paso, State of Colorado under Case No. 92cv2308, Division, by and between Mary M. (Margie) Trujillo, as Plaintiff, and Waleta Sioux Trujillo, as Defendant, as recorded November 16, 1993, in Book 6311 at Page 776 as Reception No. 2387436.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

Note: Order recorded November 16, 1993 in Book 6311 at Page 774, under Reception No. 2387435-1993.

- 13. Evidence satisfactory to the Company as to the full satisfaction and compliance with the Settlement Agreement issued in connection Case No. 92cv2308 insofar as the Enfield Water Rights and the Lamar Sign Rights, as evidenced by the Settlement Agreement recorded April 29, 1991, as Reception No. 099067070.
- 14. Certificate of satisfaction issued by the Clerk of the Court, of judgment in favor of Bc Services Inc against Waleta S. Fisher and Terry J. Fisher, in the amount of \$1,542.72 plus court cost, entered on October 24, 2017 as Case Number 17c-038489, Civil Division, El Paso County, transcript of which was recorded November 20, 2017 as Reception No. 217140990.
- 15. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: A Real Property Transfer Declaration is required with each transfer for value in the State of Colorado.

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

NOTE: The vesting deed is shown as follows: Quit Claim Deed recorded May 20, 2013, as Reception No. 213064779.

NOTED: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review prior to closing.

NOTE: Tax and Assessor's information has been provided as follows
Tax Certification / <u>Assessor's Tax Map</u> / <u>Assessor's GIS Mapping</u> / <u>Assessor's Road Map</u> / <u>Assessor's Property Information Sheet</u>

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 382025

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.
- 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 and assessments and any unredeemed tax sales.
- Any tax or assessment by reason of the inclusion of the subject property in the Southeastern Colorado Water Conservancy District; or the El Paso County Conservation District.
- 10. Any and all existing leases and tenancies.
- 11. Title to all minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and other immunities relating thereto. The Company makes no representation

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

- 12. Title lying within the boundaries of Southmoor Drive; or Mesa Ridge Parkway.
- 13. Any interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all sections lines, township lines, and range lines on the public domain East of the Range line dividing Range lines 65 West and 66 West are declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.
- 14. Matters which may affect the issuance of a policy of title insurance upon disclosure of the actual name of the person or entity to be insured.
- 15. Patent dated December 1, 1865, as filed with Bureau of Land Management, as in BLM Colorado Volume 20 at Page 122.
- 16. Terms and conditions as contained in that Certain Rule and Order issued by the El Paso County, Colorado Courts in Civil Action No. 75872, and as recorded August 7, 1974 in Book 2696 at Page 89 as Reception No. 92439.
- 17. Terms and conditions contained in that certain Ordinance No. 652 annexing property, as recorded September 4, 1985 in Book 5056 at Page 585 as Reception No. 1294530.
- 18. Easements, restrictions, reservations, covenants, conditions, provisions and agreements set forth and more fully described in the Quit Claim Deed recorded November 16, 1993 in Book 6311 at Page 786 as Reception No. 2387438.
- 19. Terms and conditions as contained in that certain Water Easement Agreement recorded January 12, 1999 as Reception No. 099004757.
- 20. District Court of El Paso County, Colorado Order excluding certain territory from the Security Fire Protection District, as issued in Case No. 03cv3543, Division, and recorded November 26, 2003 as Reception No. 203276833.
- 21. Terms, conditions, obligations, and provisions as contained in that certain Master Lease of Water by and between Widefield Homes Water Company, W 8 and 9 Investors, LLC, Widefield Real Estate Investors, LLC, JHW Investment Company, Mary M. Trujillo, and Waleta Sioux Fisher, as Lessors, and Widefield Water and Santitation District, as recorded May 12, 1997 as Reception No. 097053426.
 - Note: First Amendment to Master Lease of Water recorded June 11, 1997, as Reception No. 097053426.
- Terms and conditions as contained in that certain Easement Modification Agreement in favor of the State of Colorado Department of Transportation, a political subdivision of the State of Colorado, as recorded February 19, 2008 as Reception No. 208018933.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTE: Exceptions 2 and 5 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 5 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 3 and 4 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 1 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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

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ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 382025

STATEMENT OF CHARGES

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

Commercial To Be Determined Rate:

2006 Owner's TBD Commitment:

\$500.00

Tax Certificate:

None Requested at this time

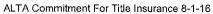
Schedule No. 6524400048

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AMERICAN LAND TITLE

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DISCLOSURES

File No.: 382025

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

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

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

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

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

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

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

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

Stewart Title Guaranty Company 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-Billey Act (GLBA).

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

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

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — 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 optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. 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

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How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.	
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.	
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us 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.	
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.	

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

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