



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

**AGENT FOR: Stewart Title Guaranty Company**

DATE: November 08, 2023  
ORDER NO.: 231107  
PROPERTY ADDRESS: . FLYING HORSE NORTH PUD, COLORADO SPRINGS, CO 80908  
SCHEDULE NO.: 61360-00-003,005,04-001,002,038/51300-00-002,004  
BUYER/BORROWER: INFORMATIONAL COMMITMENT/REPORT  
SELLER: PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY, JEFFERY B. SMITH, and FLYING HORSE COUNTRY CLUB, LLC, A COLORADO LIMITED LIABILITY COMPANY

PLEASE DELIVER TO THE FOLLOWING CUSTOMERS:

PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY and JEFFREY B. SMITH  
2138 FLYING HORSE CLUB DRIVE  
COLORADO SPRINGS, CO 80921  
Attn: DREW BALSICK  
Attn: KEN HUHN

EDWARD JAMES SURVEYING INC.  
926 ELKTON DRIVE  
COLORADO SPRINGS, CO 80907  
Attn: JONATHAN TESSIN PLS

**SPECIAL INSTRUCTIONS:**

**CLOSING QUESTIONS:**

**TITLE QUESTIONS:** Tom Wilcox  
tom.wilcox@capstonetitleco.com

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

<input checked="" type="checkbox"/> Commitment	<input type="checkbox"/> Revised Commitment
<input type="checkbox"/> Tax Certificate	<input type="checkbox"/> Identity Affidavit
<input type="checkbox"/> Endorsement	<input type="checkbox"/> Final Affidavit
<input type="checkbox"/> Plat and Covenants	<input checked="" type="checkbox"/> Other: <b>Linked Copies of Vesting Deeds, Requirement and Exception Documents</b>
<input type="checkbox"/>	



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, 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 Amount of Insurance 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



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

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

*This page is only a part of a 2021 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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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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## 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 is not 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 is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

## 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

**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:**  
**Commitment Number:** 231107  
**Issuing Office File Number:** 231107  
**Property Address:** . FLYING HORSE NORTH PUD, COLORADO SPRINGS, CO 80908  
**Revision Number:**

1. **Commitment Date:** October 31, 2023 at 8:00 A.M.

2. <b>Policy to be issued:</b>	<b>Proposed Amount of Insurance</b>
(a) 2021 ALTA® Owner's Policy	\$500.00 Premium: \$500.00
Proposed Insured: INFORMATIONAL COMMITMENT/REPORT	

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

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

PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY, JEFFERY B. SMITH, and FLYING HORSE COUNTRY CLUB, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. **The Land is described as follows:**

**LEGAL DESCRIPTION: FLYING HORSE NORTH PUD REMAINDER**

THREE TRACTS OF LAND BEING A PORTION OF SECTION 30 AND SECTION 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST, AND A PORTION OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END BY A 1" YELLOW PLASTIC CAP STAMPED "18235" AND THE EAST END BY A 2" ALUMINUM CAP STAMPED "32439" WITH APPROPRIATE MARKINGS, IS ASSUMED TO BEAR N89°03'58"E A DISTANCE OF

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

1,332.09 FEET.

**TRACT A**

COMMENCING AT THE NORTHWEST CORNER OF LOT 33, FLYING HORSE NORTH FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 218714238 IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD STAGECOACH ROAD AS PLATTED IN SAID FLYING HORSE NORTH FILING NO. 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N05°59'03"E, HAVING A DELTA OF 08°07'01", A RADIUS OF 3,540.00 FEET, A DISTANCE OF 501.50 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N63°57'20"E, HAVING A DELTA OF 50°08'31", A RADIUS OF 100.00 FEET, A DISTANCE OF 87.51 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ALLEN RANCH ROAD AS PLATTED IN SAID FLYING HORSE NORTH FILING NO. 1;

THENCE ON THE RIGHT-OF-WAY LINE OF SAID ALLEN RANCH ROAD THE FOLLOWING FOUR (4) COURSES:

1. S03°38'37"E A DISTANCE OF 515.47 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 22°42'11", A RADIUS OF 970.00 FEET, A DISTANCE OF 384.35 FEET TO A POINT OF REVERSE CURVE;
3. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 30°48'52", A RADIUS OF 530.00 FEET, A DISTANCE OF 285.04 FEET TO A POINT ON CURVE;
4. N78°14'42"E A DISTANCE OF 4.31 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N73°49'46"E, HAVING A DELTA OF 30°34'36", A RADIUS OF 430.00 FEET A DISTANCE OF 229.48 FEET TO A POINT OF TANGENT;  
THENCE S46°44'50"E A DISTANCE OF 346.43 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 25°52'12", A RADIUS OF 370.00 FEET A DISTANCE OF 167.06 FEET TO A POINT OF TANGENT;  
THENCE S20°52'38"E A DISTANCE OF 516.23 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 54°15'33, A RADIUS OF 170.00 FEET A DISTANCE OF 160.99 FEET TO A POINT OF TANGENT;  
THENCE S33°22'55"W A DISTANCE OF 76.55 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA 11°16'06", A RADIUS OF 187.00 FEET A DISTANCE OF 36.78 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 11°16'06", A RADIUS OF 228.00 FEET A DISTANCE OF 44.84 FEET TO A POINT OF TANGENT;  
THENCE S33°22'55"W A DISTANCE OF 10.00 FEET T A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 11°16'06", A RADIUS OF 228.00 FEET A DISTANCE OF 44.84 FEET TO A POINT OF REVERSE CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 11°16'06", A RADIUS OF 187.00 FEET A DISTANCE OF 36.78 FEET TO A POINT OF TANGENT;  
THENCE S33°22'55"W A DISTANCE OF 225.70 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 28°50'59", A RADIUS OF 230.00 FEET A

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

DISTANCE OF 115.81 FEET TO A POINT OF TANGENT;  
THENCE S04°31'56"W A DISTANCE OF 277.13 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 17°59'00", A RADIUS OF 470.00 FEET A DISTANCE OF 147.52 FEET TO A POINT OF TANGENT;  
THENCE S22°30'56"W A DISTANCE OF 152.89 FEET TO A POINT OF CURVE;  
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 02°22'21", A RADIUS OF 470.00 FEET A DISTANCE OF 19.46 FEET TO A POINT ON CURVE;  
THENCE N35°14'00"W A DISTANCE OF 310.03 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE BOUNDARY LINE OF TRACT K AS PLATTED IN SAID FLYING HORSE NORTH FILING NO. 1;  
THENCE ON THE BOUNDARY LINE OF SAID TRACT K, THE FOLLOWING FIFTEEN (15) COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N31°11'57"W, HAVING A DELTA OF 51°15'37", A RADIUS OF 60.00 FEET, A DISTANCE OF 53.68 FEET TO TANGENT;
2. N07°32'26"E A DISTANCE OF 809.64 FEET;
3. N04°16'45"E A DISTANCE OF 483.65 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 180°00'00", A RADIUS OF 180.00 FEET, A DISTANCE OF 565.49 FEET TO A POINT OF TANGENT;
1. S04°16'45"W A DISTANCE OF 284.57 FEET;
2. S89°20'23"W A DISTANCE OF 87.77 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S66°09'28"W, HAVING A DELTA OF 68°09'39", A RADIUS OF 180.00 FEET, A DISTANCE OF 214.13 FEET TO A POINT OF TANGENT;
4. S87°59'49"W A DISTANCE OF 527.00 FEET;
5. N66°21'10"W A DISTANCE OF 348.91 FEET;
6. N00°25'40"E A DISTANCE OF 36.95 FEET TO A POINT ON CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N09°45'03"E, HAVING A DELTA OF 37°48'36", A RADIUS OF 180.00 FEET, A DISTANCE OF 118.78 FEET TO A POINT OF TANGENT;
8. N61°56'28"E A DISTANCE OF 430.63 FEET TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 27°31'13", A RADIUS OF 180.00 FEET, A DISTANCE OF 86.46 FEET TO A POINT OF TANGENT;
10. N34°25'15"E A DISTANCE OF 478.77 FEET;
11. N46°07'49"E A DISTANCE OF 163.89 FEET;

THENCE N18°03'04"W A DISTANCE OF 744.95 FEET TO THE SOUTHWEST CORNER OF LOT 33 OF SAID FLYING HORSE NORTH FILING NO. 1; THENCE N04°10'00"E ON THE WESTERLY BOUNDARY LINE OF SAID LOT 33 A DISTANCE OF 447.48 FEET TO THE POINT OF BEGINNING.

**TRACT B**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°06'20"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,474.13 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 31;  
THENCE N00°08'36"E, ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A DISTANCE

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

OF 1,325.48 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 30;  
THENCE N89°03'20"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 920.27 FEET;  
THENCE N00°08'15"E A DISTANCE OF 1,326.26 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;  
THENCE N89°01'31"E, ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 399.42 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 30;  
THENCE N00°08'48"E, ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2,604.74 FEET TO A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;  
THENCE N88°58'45"E, ON A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2,270.00 FEET;  
THENCE S71°21'27"E A DISTANCE OF 29.72 FEET;  
THENCE N88°58'45"E A DISTANCE OF 299.96 FEET TO A POINT THAT IS 60.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, ALSO BEING 30.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING ON THE ON THE WESTERLY RIGHT-OF-WAY LINE OF BLACK FOREST ROAD.

THENCE S00°00'48"W ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BLACK FOREST ROAD, SAID POINT BEING 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2,595.64 FEET;  
THENCE S00°00'53"W ON SAID WESTERLY RIGHT-OF-WAY LINE AND ON A LINE 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1,520.50 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF FLYING HORSE NORTH FILING NO. 1, RECORDED UNDER RECEPTION NO. 218714238;  
THENCE ON THE NORTHERLY AND WESTERLY BOUNDARY LINES OF SAID FLYING HORSE NORTH FILING NO. 1 THE FOLLOWING FIFTEEN (15) COURSES:

1. N89°59'04"W A DISTANCE OF 502.35 FEET;
2. N82°41'19"W A DISTANCE OF 492.47 FEET;
3. S06°27'11"W A DISTANCE OF 236.35 FEET;
4. N80°16'16"W A DISTANCE OF 554.19 FEET;
5. N56°06'05"W A DISTANCE OF 60.00 FEET TO A POINT ON CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S56°06'05"E, HAVING A DELTA OF 24°24'59", A RADIUS OF 530.00 FEET, A DISTANCE OF 225.86 FEET TO A POINT ON CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S12°54'16"E, HAVING A DELTA OF 52°02'48", A RADIUS OF 100.00 FEET, A DISTANCE OF 90.84 FEET TO A POINT ON CURVE;
8. N88°31'45"W A DISTANCE OF 8.27 FEET TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 38°46'50", A RADIUS OF 1,040.00 FEET AND A DISTANCE OF 703.92 FEET TO A POINT OF TANGENT;
10. S52°41'25"W A DISTANCE OF 1,610.12 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 52°50'29", A RADIUS OF 760.00 FEET AND A DISTANCE OF 700.92 FEET TO A POINT OF TANGENT;
12. N74°28'06"W A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;

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File No. 231107

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

13. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 32°53'45", A RADIUS OF 1,640.00 FEET, A DISTANCE OF 941.59 FEET TO A POINT OF TANGENT;
14. S72°38'09"W A DISTANCE OF 400.46 FEET TO A POINT OF CURVE;
15. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 00°45'53", A RADIUS OF 3,460.00 FEET, A DISTANCE OF 46.18 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 28 AS PLATTED IN SAID FLYING HORSE NORTH FILING NO. 1;

THENCE N00°13'46"W ON THE EASTERLY BOUNDARY OF SAID LOT 28 A DISTANCE OF 497.29 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;  
THENCE N89°03'58"E ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 491.20 FEET TO THE POINT OF BEGINNING.

**TRACT C**

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°20'59"W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 973.69 FEET; THENCE N00°39'01"W A DISTANCE OF 50.11 FEET TO A POINT ON THE BOUNDARY LINE OF FLYING HORSE NORTH FILING NO. 1 AS RECORDED UNDER RECEPTION NUMBER 218714238, RECORDS OF EL PASO COUNTY, COLORADO; THENCE ON THE BOUNDARY OF SAID FLYING HORSE NORTH FILING NO. 1 THE FOLLOWING ELEVEN (11) COURSES:

1. N19°16'02"E A DISTANCE OF 386.88 FEET;
2. N43°30'36"E A DISTANCE OF 161.72 FEET TO A POINT ON CURVE;
3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N17°38'34"E, HAVING A DELTA OF 105°57'32", A RADIUS OF 183.50 FEET, A DISTANCE OF 339.35 FEET TO A POINT OF TANGENT;
4. N01°41'01"E A DISTANCE OF 409.04 FEET;
5. N10°53'40"E A DISTANCE OF 511.85 FEET;
6. N11°16'18"E A DISTANCE OF 794.70 FEET TO A POINT ON CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N69°45'19"W, HAVING A DELTA OF 113°41'16", A RADIUS OF 80.00 FEET, A DISTANCE OF 158.74 FEET TO A POINT ON CURVE;
8. N11°15'44"E A DISTANCE OF 449.78 FEET TO A POINT OF CURVE;
9. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 19°27'35", A RADIUS OF 180.00 FEET, A DISTANCE OF 61.13 FEET TO A POINT OF TANGENT;
10. N30°43'19"E A DISTANCE OF 748.70 FEET;
11. N83°30'56"E A DISTANCE OF 43.73 FEET;

THENCE S78°15'13"E A DISTANCE OF 60.00 FEET TO A POINT ON THE BOUNDARY LINE OF TRACT M, AS PLATTED IN SAID FLYING HORSE NORTH FILING NO. 1; THENCE ON THE BOUNDARY LINE OF SAID TRACT M, THE FOLLOWING ELEVEN (11) COURSES:

1. N89°19'51"E A DISTANCE OF 44.51 FEET TO A POINT ON CURVE;

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File No. 231107

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

2. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N78°15'26"E, HAVING A DELTA OF 35°23'13", A RADIUS OF 222.71 FEET, A DISTANCE OF 137.55 FEET TO A POINT OF TANGENT;
3. S47°07'47"E A DISTANCE OF 236.98 FEET;
4. S52°20'15"E A DISTANCE OF 614.62 FEET TO A POINT ON CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N37°35'23"E, HAVING A DELTA OF 32°49'43", A RADIUS OF 180.00 FEET, A DISTANCE OF 103.13 FEET TO A POINT OF TANGENT;
6. S85°14'20"E A DISTANCE OF 773.82 FEET TO A POINT ON CURVE;
7. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N03°54'09"E, HAVING A DELTA OF 141°44'47", A RADIUS OF 74.72 FEET, A DISTANCE OF 184.84 FEET TO A POINT OF TANGENT;
8. N47°50'38"W A DISTANCE OF 125.93 FEET TO A POINT ON CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N62°07'29"W, HAVING A DELTA OF 93°42'48", A RADIUS OF 178.44 FEET, A DISTANCE OF 291.86 FEET TO A POINT OF TANGENT;
10. N65°50'18"W A DISTANCE OF 926.31 FEET;
11. N66°22'10"W A DISTANCE OF 418.60 FEET;

THENCE N77°19'50"W A DISTANCE OF 99.91 FEET TO A POINT ON THE BOUNDARY LINE OF SAID FLYING HORSE FILING NO. 1; THENCE ON SAID BOUNDARY LINE THE FOLLOWING FOURTEEN (14) COURSES:

1. N56°12'59"W A DISTANCE OF 96.82 FEET;
2. N02°34'45"E A DISTANCE OF 964.84 FEET TO A POINT ON CURVE ;
3. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S01°51'31"W, HAVING A DELTA OF 13°40'23", A RADIUS OF 1,560.00 FEET, A DISTANCE OF 372.28 FEET TO A POINT OF TANGENT;
4. S74°28'06"E A DISTANCE OF 169.05 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 52°50'29", A RADIUS OF 840.00 FEET, A DISTANCE OF 774.70 FEET TO A POINT OF TANGENT;
6. N52°41'25"E A DISTANCE OF 1,610.12 FEET TO A POINT OF CURVE;
7. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 38°46'50", A RADIUS OF 960.00 FEET, A DISTANCE OF 649.77 FEET TO A POINT ON CURVE;
8. THENCE S88°31'45"E A DISTANCE OF 8.27 FEET TO A POINT ON CURVE;
9. ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N67°53'33"E, HAVING A DELTA OF 48°57'51", A RADIUS OF 100.00 FEET, A DISTANCE OF 85.46 FEET TO A POINT ON CURVE;
10. S01°28'15"W A DISTANCE OF 152.16 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 00°53'47", A RADIUS OF 5,030.00 FEET, A DISTANCE OF 78.69 FEET TO A POINT ON CURVE;
12. S89°25'32"E A DISTANCE OF 60.00 FEET;
13. N89°59'56"E A DISTANCE OF 505.80 FEET;
14. S00°00'00"E A DISTANCE OF 477.97 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S89°04'37"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 144.30 FEET TO THE EAST SIXTEENTH CORNER OF SECTION 31;

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

THENCE S00°00'11"E, ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,326.67 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 31;  
THENCE N89°08'21"E, ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,289.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BLACK FOREST ROAD, SAID POINT BEING 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;  
THENCE S00°00'54"W, ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BLACK FOREST ROAD, BEING ALSO 30.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,328.09 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;  
THENCE S89°11'15"W, ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2,608.28 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 31;  
THENCE S89°11'00"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,320.84 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 31;  
THENCE S00°00'34"W, ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,329.16 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 31;  
THENCE S89°24'17"W, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 37.78 FEET TO A POINT ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED UNDER RECEPTION NO. 204188565;  
THENCE S02°42'03"W, ON SAID LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED UNDER RECEPTION NO. 204188565, A DISTANCE OF 1,330.04 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S89°35'20"W, ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,329.35 FEET TO THE POINT OF BEGINNING.

**STEWART TITLE GUARANTY COMPANY**

  
Authorized Countersignature

**STATEMENT OF CHARGES**

These charges are due and payable  
before a policy can be issued  
See Attached Statement of Charges

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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**STATEMENT OF CHARGES**

INFORMATIONAL COMMITMENT/ REPORT	\$500.00
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<b>TOTAL</b>	<b>\$500.00</b>
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CO ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 231107

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. **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:** Statement of Authority for PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY recorded July 29, 2022 at Reception No. [222101622](#) discloses that Jeffrey B. Smith, as General partner of JBS Family Enterprises, LLLP, a Colorado limited liability limited partnership, as Manager is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE:** Statement of Authority for JBS Family Enterprises, LLLP, a Colorado limited liability limited partnership recorded July 29, 2022 at Reception No. [222101621](#) discloses that Jeffrey B. Smith, as General partner is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE:** Statement of Authority for FLYING HORSE COUNTRY CLUB, LLC, A COLORADO LIMITED LIABILITY COMPANY recorded June 23, 2023 at Reception No. [223052903](#) discloses that Jeffrey B. Smith, as General partner of JBS Family Enterprises, LLLP, a Colorado limited liability limited partnership, as Manager is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:** The current Vesting Deeds were recorded February 01, 2016 at Reception No. [216011302](#), September 27, 2019 at Reception No. [219118987](#), December 19, 2019 at Reception No. [219160890](#), June 15, 2022 at Reception No. [222082547](#) and July 29, 2022 at Reception No. [222101623](#).

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 231107

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Taxes for the year 2023 and subsequent years not yet due or payable.
9. Except 60 foot right of way to El Paso County along all section lines as recorded in Road Record [A at Page 78](#) being 30 feet on each side of each section line.
10. Terms, agreements, provisions, conditions, obligations and easements as contained in Easement granted to the Douglas County Soil Conservation District recorded March 11, 1963 in [Book 1949 at Page 256](#).
11. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded September 09, 1963 in [Book 1974 at Page 797](#).
12. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded November 14, 1963 in [Book 1986 at Page 412](#).

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

13. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded April 18, 1969 in [Book 2287 at Page 288](#).
14. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded September 18, 1969 in [Book 2310 at Page 481](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way Agreement granted to Colorado Interstate Corporation recorded June 22, 1970 in [Book 2349 at Page 858](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Permit Agreement by and between Mountain View Electric Association and Colorado Interstate Corporation recorded November 19, 1971 in [Book 2450 at Page 594](#).
17. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded June 20, 1977 in [Book 2932 at Page 777](#).
18. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1989 in [Book 3673 at Page 897](#).
19. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded February 11, 1983 in [Book 3673 at Page 912](#).
20. The effect of Notice Concerning Underground Facilities for Mountain View Electric Association, Inc. recorded May 08, 1983 in [Book 3718 at Page 812](#).
21. Terms, agreements, provisions, conditions and obligations as contained in Declaration of Establishment of Water Rights Easements recorded September 21, 1995 in [Book 6728 at Page 1331](#).
22. Terms, agreements, provisions, conditions and obligations as contained in Special Warranty Deed conveying water rights recorded September 21, 1995 in [Book 6728 at Page 1362](#). Bargain and Sale Deed (Water Deed) in connection therewith recorded February 04, 2016 at Reception No. [216011304](#)
23. Reservation to the State of Colorado, reserving all rights to any and all minerals, ores, or metals of every kind and character and all coal, asphaltum, oil or other like substances in or under said land and the right of ingress and egress for the purpose of mining together with enough of the surface of same as may be necessary for the proper and convenient working of such minerals and substances as recorded December 28, 2000 at Reception No. [200155792](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line Agreement recorded November 15, 2004 at Reception No. [204188565](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement recorded August 23, 2010 at Reception No. [210081317](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

- recorded August 23, 2010 at Reception No. [210081318](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Non-Exclusive Permanent Easement recorded August 23, 2010 at Reception No. [210081319](#).
  28. Terms, agreements, provisions, conditions and obligations as contained in Long Term Agreement to Restrict Mineral Development recorded May 12, 2011 at Reception No. [211047259](#) and recorded November 17, 2011 at Reception No. [211113675](#).
  29. Terms, agreements, provisions, conditions and obligations as contained in Recordation Notice of Memorandum of Post Closing Obligations recorded February 4, 2016 at Reception No. [216011308](#).
  30. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 16-442 regarding zoning recorded December 15, 2016 at Reception No. [216145936](#).
  31. Terms, agreements, provisions, conditions and obligations as contained in Flying Horse North Planned Unit Development Plan recorded March 22, 2017 at Reception No. [217032585](#).
  32. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 16CW3190 recorded October 25, 2017 at Reception No. [217129159](#).
  33. Rights of way and easements granted to Mountain View Electric Association, Inc. in instruments recorded June 14, 2018 at Reception No. [218068373](#) and [218068374](#).
  34. The effect of inclusion of a portion of the subject property within the El Paso County Public Improvement District No. 3 as evidenced by Resolution No. 18-368 recorded September 21, 2018 at Reception No. [218110371](#).
  35. Terms, agreements, provisions, conditions and obligations as contained in Decree of the Water Court Case No. 94-CW-023(B) recorded October 26, 2018 at Reception No. [218125013](#).  
Bargain and Sale Deed (Water Deed) in connection therewith recorded November 6, 2018 at Reception No. [218129417](#).
  36. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, Ruling of the Referee, Judgment and Decree of the Water Court Case No. 2004-CW-098 recorded October 26, 2018 at Reception No. [218125017](#).  
State of Colorado State Board of Land Commissioners Groundwater Production Lease No. OT-109328 in connection therewith recorded December 31, 2014 at Reception No. [214120413](#).  
Bargain and Sale Deed (Water Deed) in connection therewith recorded February 04, 2016 at Reception No. [216011304](#).  
Assignment of said State Water Lease to PRI #2 LLC, a Colorado limited liability company recorded November 06, 2018 at Reception No. [218129413](#).  
Assignment of said State Water Lease to PRI #2 LLC, a Colorado limited liability company recorded November 06, 2018 at Reception No. [218129415](#).  
Assignment of Adjudication of Ground Water in Section 36 to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 06, [218129416](#).  
Assignment of Right to Reversion Interest of Title to Certain Dawson and Laramie-Fox Hills Aquifer Groundwater to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 6, 2018 at Reception No. [218129419](#).

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File No. 231107

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

Assignment Agreement of Interest, Rights and Obligations, Including Plan for Augmentation to Flying Horse North Homeowners Association, Inc., a Colorado nonprofit corporation in connection therewith recorded November 06, 2018 at Reception No. [21812420](#).

Water Agreement Flying Horse North Homeowners Association, Inc. in connection therewith recorded November 06, 2018 at Reception No. [218129421](#).

Assignment of Right to Reversion Interest of Title to Certain Denver and Arapahoe Aquifer Groundwater in connection therewith recorded November 06, 2018 at Reception No. [218129424](#).

Water Agreement Flying Horse Country Club in connection therewith recorded November 06, 2018 at Reception No. [218129425](#).

Escrow Agreements/Groundwater Production Lease in connection therewith recorded November 06, 2018 at Reception Nos. [218129426](#) and [218129427](#). Resolution No. 18-351 approving said Escrow Agreements recorded September 6, 2018 at Reception No. [218104132](#) and re-recorded September 10, 2018 at Reception No. [218105604](#).

37. Terms, agreements, provisions, conditions, obligations and easements as contained in Temporary Turn-Around Easement recorded November 06, 2018 at Reception No. [218129423](#).
38. Any and all Notes, Easements, Rights of Way, Restrictions, Limitations and other matters as set forth on the Plat of Flying Horse North Filing No. 1 recorded November 06, 2018 at Reception No. [218714238](#). Said Plat was amended by Affidavit of Correction recorded November 14, 2018 at Reception No. [218132363](#). Resolution No. 18-352 approving said Plat recorded September 06, 2018 at Reception No. [218103825](#). Resolution No. 20-457 regarding acceptance of street maintenance recorded December 29, 2020 at Reception No. [220213235](#).
39. Terms, agreements, provisions, conditions, easements and obligations as contained in Development Agreement and Easement recorded November 6, 2018 at Reception No. [218129429](#).
40. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded November 6, 2018 at Reception No. [218129430](#).
41. Terms, agreements, provisions, conditions and obligations as contained in Use Restriction Covenant recorded November 06, 2018 at Reception No. [218129431](#).
42. Covenants, conditions and restrictions recorded November 6, 2018 at Reception No. [218129432](#), 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.
43. Terms, agreements, provisions, conditions and obligations as contained in Bylaws of the Flying Horse North Homeowners Association, Inc. recorded November 6, 2018 at Reception No. [218129433](#).
44. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded January 10, 2019 at Reception No. [219002992](#).
45. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 17CW3209 recorded June 27, 2019 at Reception No. [219071888](#).
46. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and

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File No. 231107

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

Decree of the Water Court Case No. 18CW3043 recorded October 21, 2019 at Reception No. [219130822](#)

47. Terms, agreements, provisions, conditions and obligations as contained in Findings and Ruling of the Referee and Decree of the Water Court Case No. 18CW3185 recorded August 06, 2020 at Reception No. [220117289](#).
48. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded April 16, 2021 at Reception No. [221076188](#).
49. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin / Stormwater Quality Best Management Practice Maintenance Agreement and Easement recorded July 01, 2021 at Reception No. [221127655](#).
50. Terms, agreements, provisions, conditions and obligations as contained in Declaration of Covenants Imposing and Implementing the FHCI Retail Sales Fee recorded September 1, 2021 at Reception No. [221164964](#).
51. Quitclaim Deed (Water and Mineral Rights) recorded June 15, 2022 at Reception No. [222082546](#) purports to convey all water and water rights and all minerals rights appurtenant to, or underlying the Property described therein.
52. Deed of Trust dated July 27, 2022, given by PRI #2 LLC, a Colorado Limited Liability Company and JBS Family Enterprises, LLLP, a Colorado Limited Liability Limited Partnership to the Public Trustee of El Paso County for the use of First National Bank of Las Animas to secure payment of \$8,500,000.00, recorded July 29, 2022 at Reception No. [222101624](#).
53. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 22-404 regarding Approval of Sketch Plan SKP-22-003 Flying Horse North recorded November 16, 2022 at Reception No. [222141808](#).
54. Deed of Trust dated June 9, 2023, given by JBS FAMILY ENTERPRISES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, JEFFREY B. SMITH, FLYING HORSE HOSPITALITY HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY and FLYING HORSE COUNTY CLUB, LLC, A COLORADO LIMITED LIABILITY COMPANY to the Public Trustee of El Paso County for the use of CORUNDUM PRIVATE DEBT FUND, LLC, A DELAWARE LIMITED LIABILITY COMPANY to secure payment of \$10,000,000.00, recorded June 13, 2023 at Reception No. [223049618](#).
55. Terms, agreements, provisions, conditions and obligations as contained in Service Plan for Flying Horse North Metropolitan District Nos. 1-5 as set forth in Resolution No. 23-346 a Resolution to Approve a Special District Service Plan Flying Horse North Metropolitan District Nos. 1-5 recorded September 29, 2023 at Reception No. [223082756](#).

**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:** Statement of Authority for PRI #2 LLC, A COLORADO LIMITED LIABILITY COMPANY recorded July 29, 2022 at Reception No. [222101622](#) discloses that Jeffrey B. Smith, as General partner of JBS Family Enterprises,

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CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

LLLP, a Colorado limited liability limited partnership, as Manager is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE:** Statement of Authority for JBS Family Enterprises, LLLP, a Colorado limited liability limited partnership recorded July 29, 2022 at Reception No. [222101621](#) discloses that Jeffrey B. Smith, as General partner is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE:** Statement of Authority for FLYING HORSE COUNTRY CLUB, LLC, A COLORADO LIMITED LIABILITY COMPANY recorded June 23, 2023 at Reception No. [223052903](#) discloses that Jeffrey B. Smith, as General partner of JBS Family Enterprises, LLLP, a Colorado limited liability limited partnership, as Manager is authorized to execute instruments conveying, encumbering or otherwise affecting title to real property. If this information is not correct, we require a new Statement of Authority to be executed and recorded.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:** The current Vesting Deeds were recorded February 01, 2016 at Reception No. [216011302](#), September 27, 2019 at Reception No. [219118987](#), December 19, 2019 at Reception No. [219160890](#), June 15, 2022 at Reception No. [222082547](#) and July 29, 2022 at Reception No. [222101623](#).

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# DISCLOSURES

File No.: 231107

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

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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.

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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.

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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.**

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**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.

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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 INFORMATION SERVICES CORPORATION**  
**Updated August 29, 2023**  
**GRAMM LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction 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 throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

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

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

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

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- 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.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, 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.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
  - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, 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 and Sensitive Personal Information**

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.



- i. 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).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. 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.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all 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 or sensitive information or use the personal or sensitive 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 throughout the course of your transaction (for example, a realtor, broker, or a lender).

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

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. 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.

- 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: Internet or other similar network activity
- Category F: Non-public education information

### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

#### **i. 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.

#### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any 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.

### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

### **v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com) or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

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, if applicable.

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.

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 different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with 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.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

### **Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory 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