



Stewart Title Company dba Unified Title, A  
Division of Stewart  
101 S. Sahwatch St, Ste 110  
Colorado Springs, CO 80903  
(719) 578-5900  
Fax:

**Date:** July 12, 2022  
**File Number:** 1751801  
**Property Address:** TBD South Marksheffel Road, CO  
**Buyer/Borrower:** TBD TBD

**Please direct all Title inquiries to:**

Emily Rank  
**Phone:** (303) 696-4980  
**Fax:**  
**Email Address:** [coloradotitleofficers@stewart.com](mailto:coloradotitleofficers@stewart.com)

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TBD TBD  
Delivery Method: Emailed

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Glen Investment Group No VIII, LLC  
Delivery Method: Emailed

**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.**



**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.

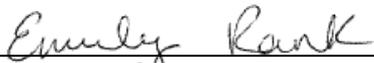
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 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 dba Unified  
Title, A Division of Stewart  
101 S. Sahwatch St, Ste 110  
Colorado Springs, CO 80903



  
Frederick H. Eppinger  
President and CEO  
  
David Hisey  
Secretary

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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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- (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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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Stewart Title Company dba Unified Title, A Division of Stewart  
Issuing Office: 101 S. Sahwatch St, Ste 110, Colorado Springs, CO 80903  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 1751801  
Issuing Office File Number: 1751801  
Property Address: TBD South Marksheffel Road, CO  
Revision Number:

**1. Commitment Date:** June 22, 2022 at 8:00AM

**2. Policy to be issued:** **Proposed Policy Amount**

(a) ALTA Owner's  
Proposed Insured:

(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:**

Glen Investment Group No. VIII, LLC

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

See Exhibit "A" Attached Hereto

**STATEMENT OF CHARGES**

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

Informational commitment

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**ALTA COMMITMENT FOR TITLE INSURANCE**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

**File No.:** 1751801

Commencing at the Northwest corner of the Southeast One-quarter (SE1/4) of Section 21, Township 15 South, Range 65 West of the 6th P.M., County of El Paso, State of Colorado; Thence N89°41'22"E along the North line of the said Southeast One-quarter (SE1/4) of Section 21, a distance of 1292.98 feet to the Point of Beginning;

Thence along said North line the following two (2) courses: //1) Thence N89°41'22"E, a distance of 1332.64 feet to the East One-quarter (E1/4) corner of said Section 21; //2) Thence N89°51'21"E along the North line of the South One-half (S1/2) of Section 22, a distance of 3412.11 feet to a point on the Westerly Right-Of-Way line of Marksheffel Road;

Thence along the said Westerly Right-Of-Way line the following three (3) courses;

1) Thence S15°12'30"W, a distance of 3090.91 feet; //2) Thence along the arc of a curve to the right having a central angle of 18°40'26", a radius of 2834.79 feet, and an arc length of 923.91 feet; 3) Thence S33°28'38"W, a distance of 172.20 feet;

Thence S89°52'25"W, a distance of 1246.85 feet; Thence N00°07'35"W, a distance of 79.27 feet; Thence N08°44'07"W, a distance of 392.42 feet; Thence N39°55'45"W, a distance of 902.34 feet; Thence N13°16'53"W, a distance of 444.28 feet; Thence N28°51'14"W, a distance of 2283.82 feet; Thence N57°04'57"W, a distance of 458.86 feet; Thence N09°34'27"E, a distance of 110.37 feet, to the Point of Beginning.

EXCEPT: That part platted to Jimmy Camp Lift Station Subdivision Exemption Plat, recorded March 7, 2005 in Book 105 at Page 54.

EXCEPT: That part conveyed to El Paso County in Deed recorded August 13, 2015 at Reception No. 215087836.

EXCEPT: That part platted as Glen at Widefield Subdivision Filing No. 7 February 22, 2017 in Book 117 at Page 19.

EXCEPT: That part lying southerly of Glen at Widefield Subdivision Filing No. 7, Assessors Parcel Nos. 5527200001.

EXCEPT: That part described as follows: Commencing at the Northwest corner of Outlot 3, Peaceful Valley Country Club Estates; thence Westerly 90.0 feet more or less to a point on the Westerly Right of Way of Marksheffel Road, being the Point of Beginning; thence continuing Westerly 410 feet more or less; thence S30°09'02"W, 571.76 feet; thence run Northeasterly 500.0 feet more or less to the Point of Beginning.

EXCEPT: That part conveyed to Glen Metropolitan District Filing No. 3 in Deed recorded May 1, 2018 as Reception No. 218049518.

EXCEPT: Those parts platted as Glen at Widefield Subdivision Filing No. 8, recorded September 4, 2018 in Book 118 Page 146 and as Glen at Widefield Subdivision Filing No.9 recorded June 12, 2020 in Book 120 at Page 101 and as Glen at Widefield Subdivision Filing No. 10 recorded January 7, 2022 in Book 121 at Page 265.

County of El Paso, State of Colorado

For Informational Purposes Only: TBD South Marksheffel Road, CO

APN: 5522000010

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1751801

## Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NONE.  
NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.
6. FOR INFORMATIONAL PURPOSES ONLY:  
Warranty Deed recorded February 26, 2001, [as Reception No. 201022125](#).

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# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

**File No.:** 1751801

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. 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.
10. Right of Way recorded December 1, 1927 in [Book 798 at Page 202](#), subject to the Special Warranty Deed recorded July 19, 1928 in [Book 814 at Page 324](#), subject to the Agreement and Partial Release recorded November 15, 1982 in [Book 3634 at Page 80](#), as modified by and subject to the Colorado Interstate Gas Company Right of Way and Easement Agreement to Pipeline Corridor recorded June 7, 2002 as [Reception](#)

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

[No. 202092771](#), and as modified by the Partial Release of Right of Way Agreement recorded February 21, 2008 as [Reception No. 208020313](#).

11. Terms, agreements, provisions, conditions and obligations as contained in Agreement between W. T. Gore and The League Land Company recorded December 9, 1922 [in Book 606 at Page 542 as Reception No. 331050](#).  
Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of the streams, ditches and/or ponds within the herein described parcel.
12. Any rights of the Spring Lake Reservoir as shown on Map recorded April 9, 1932 [as Reception No. 499772](#), File No. 836.
13. Right of Way Easement recorded December 1, 1958 [in Book 1714 at Page 545 as Reception No. 92843](#).
14. Right of Way Easement recorded December 20, 1962 [in Book 1939 at Page 571 as Reception No. 268378](#).
15. Right of Way Easement recorded August 26, 1963 [in Book 1972 at Page 304 as Reception No. 304575](#).
16. Right of Way Easement recorded August 26, 1963 [in Book 1972 at Page 305 as Reception No. 304576](#).
17. Grant of Right of Way recorded September 30, 1968 [in Book 2256 at Page 64 as Reception No. 626268](#).
18. Inclusion in the Security Fire Protection District by instrument recorded October 23, 1986 [in Book 5258 at Page 1049 as Reception No. 1471832](#).
19. Annexation Agreement recorded September 23, 1988 [in Book 5557 at Page 405 as Reception No. 1749337](#).
20. Agreement between Widefield Water and Sanitation District and JHW Investment Company recorded May 6, 1997 [as Reception No. 097051183](#).
21. Right of Way and easement to Colorado Interstate Gas Company as contained in instrument recorded June 7, 2002 at [Reception No. 202092771](#), and subject to the terms and conditions contained therein.
22. The effects of Order and Decree Organizing the Glen Metropolitan District No. 2 and Issuance of Certificates of Election recorded June 24, 2004 [as Reception No. 204105070](#).
23. The effects of Order and Decree Organizing the Glen Metropolitan District No. 3 and issuance of Certificate of Election recorded June 24, 2004 [as Reception No. 204105072](#).
24. Pre-Annexation Agreement recorded September 3, 2004 [as Reception No. 204150530](#).
25. Resolution No. 04-482 recorded February 4, 2005 [as Reception No. 205017888](#).
26. All matters shown on the Subdivision Exemption Plat recorded March 7, 2005 [as Reception No. 205032403](#).
27. Water and Sanitary Sewer Easement Agreement recorded November 18, 2005 [as Reception No. 205185609](#) and re-recorded August 6, 2007 [as Reception No. 207103032](#).

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

28. Terms, agreements, provisions, conditions and obligations as contained in Development Agreement recorded November 23, 2005 at [Reception No. 205187505](#) and rerecorded May 26, 2006 at [Reception No. 206077406](#).
29. Inclusion within the Security Fire Protection District as evidenced by Order recorded December 9, 2005 [as Reception No. 205196147](#).
30. Water and Sanitary Sewer Easement Agreement recorded August 6, 2007 [as Reception No. 207103032](#).
31. Service Plan recorded August 31, 2007 [as Reception No. 207114359](#).
32. Water Easement Agreement recorded June 12, 2008 [as Reception No. 208067692](#).
33. Terms, agreements, provisions, conditions, obligations and easements as contained in Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, recorded March 28, 2013 [as Reception No. 213040266](#), recorded November 20, 2014 as [Reception No. 214107071](#), and recorded March 4, 2015 as [Reception No. 215020223](#). Subject to Section 1.15 of the Declaration of Covenants, Conditions, Restrictions and Easements for Glen Filings Nos. 6A, 6B & 6C recorded March 28, 2013 at [Reception No. 213040268](#) and any and all amendments and/or supplements thereto.
34. Slope and Access Easement recorded March 28, 2013 [as Reception No. 213040267](#).
35. Resolution No. 15-240 recorded June 18, 2015 [as Reception No. 215063403](#).
36. Resolution No. 15-250 recorded June 18, 2015 [as Reception No. 215063410](#).
37. Memorandum of Agreement recorded June 18, 2015 [as Reception No. 215063411](#).
38. Temporary Construction Easement Agreement recorded August 13, 2015 [as Reception No. 215087837](#).
39. Grant of Right of Way recorded December 7, 2015 [as Reception No. 215131214](#).
40. Resolution No. 16-141 recorded May 3, 2016 [as Reception No. 216047340](#).
41. Resolution No. 16-227 recorded June 29, 2016 [as Reception No. 216070954](#).
42. Declaration of Covenants, Conditions and Restrictions recorded August 1, 2016 [as Reception No. 216085646](#). First Amendment recorded March 15, 2019 [as Reception No. 219026578](#). Second Amendment recorded June 12, 2019 [as Reception No. 219064437](#).
43. Grant of Right of Way recorded March 15, 2017 [as Reception No. 217029962](#).
44. Order recorded August 28, 2017 [as Reception No. 217102864](#).
45. Grant of Right of Way recorded November 5, 2019 [as Reception No. 219138556](#).
46. Resolution No. 19-413 recorded November 12, 2019 [as Reception No. 219142177](#).
47. Order for Inclusion recorded April 29, 2020 [as Reception No. 220057791](#).

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AMERICAN  
LAND TITLE  
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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

48. Resolution No. 20-204 recorded June 2, 2020 [as Reception No. 220075640](#).
  49. Resolution No. 21-63 recorded February 24, 2021 [as Reception No. 221035855](#).
  50. Resolution No. 21-290 recorded July 28, 2021 as Reception No. 221142935.
  51. Matters shown on the following plats insofar as they may affect subject property; Plat recorded March 24, 2005 [in Book 105 at Page 54](#), recorded February 22, 2017 [in Book 117 at Page 19](#), recorded September 4, 2018 [in Book 118 at Page 146](#), recorded June 12, 2020 [in Book 120 at Page 101](#), recorded January 7, 2022 [in Book 121 at Page 265](#), recorded January 7, 2022 [in Book 121 at Page 268](#).
  52. Maintenance Agreement and Easement recorded December 17, 2021 [as Reception No. 221229312](#).
  53. Resolution No. 22-65 Approving Final Plat for the Glen at Widefield Filing No. 11 recorded March 2, 2022 [as Reception No. 222030635](#).
  54. A Deed of Trust executed by Glen Invest Group No VIII LLC, to the Public Trustee, to secure an indebtedness of \$3,500,000.00 in favor of Firstbank recorded August 10, 2016 [as Reception No. 216089363](#).
  55. A Deed of Trust executed by Glen Investment Group No VIII LLC, to the Public Trustee, to secure an indebtedness of \$3,407,508.00 in favor of Firstbank recorded August 16, 2016 [as Reception No. 216092099](#).
- NOTE: Subordination Agreement recorded December 19, 2016 [as Reception No. 216146756](#).
56. A Deed of Trust executed by Glen Investment Group No VIII LLC, to the Public Trustee, to secure an indebtedness of \$2,473,081.00 in favor of Firstbank recorded November 28, 2016 [as Reception No. 216136822](#).

*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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## 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-Bliley Act (GLBA).

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

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

| Reasons we can share your personal information.  | Do we share | Can you limit this sharing?   |
|--|-------------|---|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.  | Yes         | No  |
| <b>For our marketing purposes</b> — to offer our products and services to you.   | Yes         | No  |
| <b>For joint marketing with other financial companies</b>  | No          | We don't share  |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes         | No  |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.   | No          | We don't share  |
| <b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.  | Yes         | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591. |
| <b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.  | No          | We don't share  |

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

### SHARING PRACTICES

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

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

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

### Information Stewart Collects

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

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

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

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

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

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

#### Use of Personal Information

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

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

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

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

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

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

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

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

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

#### Consumer Rights and Choices

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

## Access to Specific Information and Data Portability Rights

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

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

## Deletion Request Rights

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

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

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

## Exercising Access, Data Portability, and Deletion Rights

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

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

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

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

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

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

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

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

## Response Timing and Format

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

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

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

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

#### Non-Discrimination

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

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

#### Changes to Our Privacy Notice

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

#### Contact Information

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

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

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

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

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056