

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

**Transmittal Information**

Date: 01/21/2021  
File No: 81112UTC  
Property Address: 13120 Bridle Bit Road, Colorado Springs, CO 80908  
Buyer\Borrower:  
Seller: Douglas H. Barber as Trustee of the Douglas H. Barber Irrevocable Trust  
Zonta Partnership, Ltd., L.L.L.P., a Colorado limited liability limited partnership

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For changes and updates please contact your Title officer:

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

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**Customer:**  
**The Rawhide Company**  
**7075 Campus Drive, Suite 200**  
**Colorado Springs, CO 80920**  
**Phone: 719-338-3053 Fax: 719-466-2031**  
**Attn: Douglas Barber**  
**DELIVERED VIA: E-MAIL**

**Buyer:**

**Seller:**  
**Douglas H. Barber as Trustee of the Douglas H. Barber Irrevocable Trust**  
**7075 Campus Drive Suite 200**  
**Colorado Springs, CO 80920**  
**DELIVERED VIA: AGENT**  
  
**Zonta Partnership, Ltd., L.L.L.P., a Colorado limited liability limited partnership**  
  
**DELIVERED VIA: AGENT**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

**Changes: Amended: Schedule B, Section II, Exception Item No. 17, to reflect reference instrument.**  
**Thank you for using Unified Title Company, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER  
DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY  
CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**



101 S. Sahwatch Street, Suite 110, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax:

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

A handwritten signature in black ink that reads "Pam Bird".

A handwritten signature in black ink that reads "F. H. Eppinger".  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

Authorized Signatory

**Unified Title Company, LLC** (Company)  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO

A handwritten signature in black ink that reads "Denise Carraux".  
\_\_\_\_\_  
Denise Carraux  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



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.

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Stewart Title Guaranty Company*

**SCHEDULE A**

1. Effective Date: **January 12, 2021, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

<i>To Be Determined End</i>	\$	<b>300.00</b>
<i>Add'l Parcel Search Owner</i>	\$	<b>150.00</b>
<b>Total:</b>	\$	<b>450.00</b>

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:

**Zonta Partnership, Ltd., L.L.P., a Colorado limited liability limited partnership**  
**(As to Parcel 1)**

**and**

**Douglas H. Barber as Trustee of the Douglas H. Barber Irrevocable Trust**  
**(As to Parcel 2)**

5. The land referred to in this Commitment is described as follows:

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **13120 Bridle Bit Road, Colorado Springs, CO 80908**

APN: **6210001001 et. al**

Countersigned  
Unified Title Company, LLC

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By: Pam Bird

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Pam Bird

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**EXHIBIT "A"****Parcel 1:**

**Parcel A:** Being a tract of land located in the Northwest quarter of Section 11, Township 12 South, Range 66 West of the 6th P.M., described as follows: Beginning at a point on the West boundary line of said Section 11, and 726.3 feet South from the Northwest corner thereof, and running thence S 64° 30' E, 324.0 feet to Station 3+24; thence S 02° 20' E, 210.0 feet to Station 5+34; thence S 22° 55' W, 62.50 feet to Station 5+96.5; thence S 32° 45' W, 492.0 feet to Station 10+88.5, a point on the aforesaid West line of Section 11, and 1094.2 feet North from the West quarter corner thereof; thence N 0° 50' W, 820.7 feet along said West line of Section 11 to the Place of Beginning.

**Parcel B:** That portion of the East half of the Northeast quarter of Section 10, Township 12 South, Range 66 West of the 6th P.M., described as follows: Beginning at a point on the East line of said Section 10, S 0° 50' E, 726.3 feet from the Northeast corner of said Section 10, and running thence N 68° 30' W, 696.7 feet to a point; thence S 6° 08' W, 463.48 feet to a point; thence S 16° 32' E, 1061 feet to a point; thence N 54° 55' E, 341.2 feet to a point; thence N 32° 45' E, 240.1 feet to a point on the East line of said Section 10; thence N 00° 50 minutes W, 820.7 feet along the East line of said Section 10 to the Place of Beginning.

And also an easement appurtenant to the last described tract, a perpetual right of way over and across a tract of ground 30 feet in width, the Easterly and Southerly line of which is described as follows, to wit: Beginning at the most Southerly point of the tract last hereinabove described, and running thence in a Southerly direction along the Westerly line of the tract conveyed by R.E.

Johnson to George H. Webster by warranty deed recorded in [Book 847 at Page 440](#) of the records of El Paso County, Colorado, to the South line of the East half of the Northeast quarter of said Section 10; thence West to the West line of the East half of the Northeast quarter of said Section 10; thence South along the East line of the West half of the Southeast quarter of said Section 10 to connect with the County Road.

**Parcel 2:**

**Lot 10, Bridle Bit Ranch, County of El Paso, State of Colorado.**

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## COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

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## SCHEDULE B, PART II

### Exceptions

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

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **INTENTIONALLY DELETED. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in Black Squirrel Creek lying within subject land; and any question as to the location of such center thread, bed bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.**

**NOTE: There are no documents in the land records of the office of the Clerk and Recorder of El Paso, accurately locating past or present location(s) of the center thread, bank, bed or channel of the above Black Squirrel Creek or indicating any alterations of the same as from time to time may have occurred.**

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10. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded June 20, 1917 in [Book 571 at Page 55](#), which provided that all section lines, township lines, and range lines on the public domain 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, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highway when in their judgment it shall be necessary and expedient.  
~~Not applicable as land was privately owned by 1917. Will have plat note vacating it.~~  
 NOTE: Upon vacation of the above road order resolution, said vacation to be referenced on the duly executed and recorded plat of the proposed subdivision, the above Exception Item No. 10, will be removed.
11. ~~INTENTIONALLY DELETED. Terms, agreements, provisions, conditions and obligations as contained in Agreement for water and water rights recorded June 25, 1927 in [Book 458 at Page 147](#). Quit Claim in connection therewith recorded October 27, 1925 in [Book 458 at Page 288](#).~~
12. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded April 29, 1931 in [Book 854 at Page 535](#). ~~Will be vacated prior to recording plat.~~
13. The effect, if any, of inclusion within the Fountain Valley Soil Conservation District as disclosed by the instrument recorded February 15, 1945 in [Book 957 at Page 259](#).
14. ~~INTENTIONALLY DELETED. The effect, if any, of right(s) of way, including its terms and conditions, whether in fee or easement only, as described and set forth in instrument recorded December 08, 1955 in [Book 1541 at Page 281](#).~~
15. Terms, agreements, provisions, conditions, obligations, reservations and easements as contained in Deed, recorded August 19, 1960 in [Book 1820 at Page 589](#). ~~Will be vacated prior to recording plat.~~
- NOTE: Upon recordation of the Termination of Easement, set forth in the above referenced deed, the above exception Item No. 15 will be removed, as to its affect on Parcel 2.
16. ~~INTENTIONALLY DELETED. The effect, if any, of right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to American Telephone and Telegraph, as described and set forth in instrument recorded July 20, 1964 [Book 2024 at Page 900](#), in which the specific location of the easement(s) is/are not defined.~~
17. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded September 24, 1971 in [Book 2438 at Page 538](#). Quit Claim deed recorded January 11, 1985 in [Book 3959 at Page 1390](#), in connection therewith which purports to release certain areas included within said right-of-way, with certain reservations contained therein. ~~Ok. Quitclaim deed describes Bridle Bit Ranch Sub.~~
18. The effect, if any, of right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc. recorded March 07, 1983 in [Book 3684 at Page 505](#), in which the specific location of the easement(s) is/are not defined. Notice Regarding Underground Facilities, as set forth in instrument recorded May 09, 1983 in [Book 3718 at Page 812](#). ~~OK~~

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19. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded August 22, 2002 at [Reception No. 202140171](#). Will be vacated prior to plat recording.

NOTE: Upon recordation of the Termination of Easement, set forth in the above reference deed, the above exception Item No. 19 will be removed, as to its affect on Parcel 2.

- ~~20. INTENTIONALLY DELETED. Findings of Fact, Conclusions of Law, Judgment and Decree of the Ground Water Commission of Water Rights, Determination of Water Right No. 07CW67, District Court, Water Division No. 2, Case No. 94CW4, of the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers, recorded May 07, 2008 at [Reception No. 208053217](#).~~

**NOTE: Items 9 through 20, above are specific to Parcel 1.**

21. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc., as described in instrument recorded September 24, 1971 in [Book 2438 at Page 538](#). Quit Claim deed in connection therewith which purports to release certain areas included within said right-of-way, with certain reservations contained therein. Duplicate of Exception 17.
22. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded April 1, 1980 in [Book 3298 at Page 387](#). OK, applies only to Lot 1, Terra Benedetta.
23. Easements, notes and notices as set forth on the plat of Bridle Bit Ranch recorded April 01, 1980 in [Book L-3 at Page 20](#). Surveyor's Certificate of Correction in connection therewith recorded May 07, 1980 in [Book 3309 at Page 76](#). OK, applies only to Lot 1, Terra Benedetta.
24. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded June 3, 1980 in [Book 3317 at Page 145](#) and any and all amendments and/or supplements thereto. Amendment and Revision recorded December 12, 1984 in [Book 3948 at Page 1185](#). Amendment in connection therewith recorded December 28, 1984 in [Book 3954 at Page 338](#) and rerecord January 21, 1985 in [Book 3962 at Page 1404](#). Amendment and Revision recorded September 01, 1992 in [Book 6033 at Page 1136](#). Amendment and Revision recorded May 13, 1993 in [Book 6172 at Page 1263](#). Amendment and Revision recorded September 04, 2003 at [Reception No. 203207539](#). Declaration of Protective Covenants recorded June 02, 2005 at [Reception No. 205081371](#). Revisions of Declaration of Protective Covenants recorded October 11, 2006 at [Reception No. 206150398](#). Amendment in connection therewith recorded December 17, 2019 at [Reception No. 219159927](#). Ok, applies only to Lot 1, Terra Benedetta.
25. The effect, if any, of right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, Inc. recorded March 07, 1983 in [Book 3684 at Page 505](#), in which the specific location of the easement(s) is/are not defined. Notice Regarding Underground Facilities, as set forth in instrument recorded May 09, 1983 in [Book 3718 at Page 812](#). Duplicate of Exception 18.

26. Terms, agreements, provisions, conditions and obligations as contained in Organization Resolution for the

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Bridle Bit Ranch Association, Inc., a Colorado nonprofit corporation recorded November 4, 2003 at **Reception No. 203260848**. Bylaws in connection therewith recorded April 02, 2007 at **Reception No. 207043996**. **Ok, applies only to Lot 1, Terra Benedetta.**

27. ~~INTENTIONALLY DELETED. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed recorded July 26, 1982 in **Book 3590 at Page 981**, and as set forth in Deed recorded December 02, 1982 in **Book 3642 at Page 286**.~~
28. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded October 22, 1992 in **Book 6061 at Page 935**. **Will be vacated prior to plat recording.**

NOTE: Upon recordation of the Termination of Easement, set forth in the above reference deed, the above exception Item No. 28 will be removed.

29. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Mountain View Electric Association, as described in instrument recorded July 25, 2019 at **Reception No. 219085163**. **Ok, applies only to Lot 1, Terra Benedetta (for electric line I had installed)**

**NOTE: Items 21 through 29, above are specific to Parcel 2.**

**NOTE: The above Preprinted Exception Item No. (6), will be removed in its entirety, once the company as been asked to insure the subject property.**

#### FOR INFORMATIONAL PURPOSES ONLY:

##### Vesting Deeds:

Warranty Deed recorded August 22, 2002 at **Reception No. 202233837**.  
(As to Parcel 1)

Bargain and Sale Deed recorded January 5, 2018 as **Reception No. 218001869**.  
(As to Parcel 2)

Physical address and APN shown per request:  
13120 Bridle Bit Road, Colorado Springs, CO 80098 APN 6210001001 (Parcel 2).  
Parcels 1. A and B are part of APN 6200000461.

*NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.*

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying

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arbitration rules prior to the closing of the transaction.

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## DISCLOSURES

File No.: 81112UTC

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 8-2-2, 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 Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics 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.

File No.: 81112UTC

CO Commitment Disclosure

## STG Privacy Notice 1 (Rev 01/26/09) 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 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 nonfinancial 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>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### 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 and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., 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	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	YES

California or federal law.	identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	
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

# Unified Title Company, LLC

## PRIVACY POLICY NOTICE

### Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.