

Recording SF 21.31



Stewart Title Company dba Empire Title, A
Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920
(719) 442-1900
Fax:

Date: January 13, 2023
File Number: 1918894-IO
Property Address: 0000 Vacant Land, Peyton, CO 80831
Buyer/Borrower: For Information Only

For Information Only
Delivery Method: Emailed

Challenger Communities, LLC, a Colorado Limited Liability Company
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.



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.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company dba Empire Title, A Division of Stewart Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company dba Empire
Title, A Division of Stewart
8605 Explorer Dr., Ste 250
Colorado Springs, CO 80920



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. ~~The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:~~
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

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

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AMERICAN
LAND TITLE
ASSOCIATION



10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office: 8605 Explorer Dr., Ste 250, Colorado Springs, CO 80920
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1918894-IO
Issuing Office File Number: 1918894-IO
Property Address: 0000 Vacant Land, Peyton, CO 80831
Revision Number:

1. **Commitment Date:** January 7, 2023 at 8:00AM

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

Proposed Insured: For Information Only

Proposed Insured:

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

FEE SIMPLE

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

Challenger Communities LLC, a Colorado limited liability company

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

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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

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AMERICAN
LAND TITLE
ASSOCIATION



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

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

Informational Commitment	\$300.00
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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1918894-IO

A PORTION OF TRACT G, BENT GRASS RESIDENTIAL FILING NO. 2, AND A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, TOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS N 00°13'46"W, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP IN RANGE BOX STAMPED "PLS 17664", AND BY THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 2" ALUMINUM CAP STAMPED "PLS 28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, N 00°14'14"W, A DISTANCE OF 851.49 FEET;

THENCE DEPARTING SAID WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, N 89°45'46"E, A DISTANCE OF 35.00 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 57.64 FEET;

THENCE S 35°19'45" E, A DISTANCE OF 230.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°24'01", HAVING A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 48.70 FEET, AND WHOSE CHORD BEARS N 60°54'21"E, A CHORD DISTANCE OF 48.60 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 68.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 12.00 FEET, AN ARC LENGTH OF 18.85 FEET, AND WHOSE CHORD BEARS N 22°06'21"E, A CHORD DISTANCE OF 16.97 FEET; THENCE N 22°53'39" W, A DISTANCE OF 23.89 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 50.00 FEET;

THENCE S 22°53'39" E, A DISTANCE OF 23.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 12.00 FEET, AN ARC LENGTH OF 18.85 FEET, AND WHOSE CHORD BEARS S 67°53'39"E, A CHORD DISTANCE OF 16.97 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 249.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

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

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 12.00 FEET, AN ARC LENGTH OF 18.85 FEET, AND WHOSE CHORD BEARS N 22°06'21"E, A CHORD DISTANCE OF 16.97 FEET;

THENCE N 22°53'39" W, A DISTANCE OF 23.89 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 50.00 FEET;

THENCE S 22°53'39" E, A DISTANCE OF 23.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 12.00 FEET, AN ARC LENGTH OF 18.85 FEET, AND WHOSE CHORD BEARS S 67°53'39"E, A CHORD DISTANCE OF 16.97 FEET;

THENCE N 67°06'21" E, A DISTANCE OF 106.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS N 43°00'40"E, A CHORD DISTANCE OF 28.58 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 276°22'46", HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 265.31 FEET, AND WHOSE CHORD BEARS S 22°53'39"E, A CHORD DISTANCE OF 73.33 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS N 88°47'57"W, A CHORD DISTANCE OF 28.58 FEET;

THENCE S 67°06'21" W, A DISTANCE OF 8.15 FEET;

THENCE S 22°53'39" E, A DISTANCE OF 137.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°27'24", HAVING A RADIUS OF 165.00 FEET, AN ARC LENGTH OF 53.15 FEET, AND WHOSE CHORD BEARS S 32°07'21"E, A CHORD DISTANCE OF 52.92 FEET;

THENCE S 41°21'03" E, A DISTANCE OF 35.11 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°08'46", HAVING A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 55.75 FEET, AND WHOSE CHORD BEARS S 65°55'25"E, A CHORD DISTANCE OF 54.06 FEET;

THENCE N 89°30'12" E, A DISTANCE OF 224.04 FEET;

THENCE N 2°41'26" E, A DISTANCE OF 8.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

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

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS N 21°24'15"W, A CHORD DISTANCE OF 28.58 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 276°22'47", HAVING A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 265.31 FEET, AND WHOSE CHORD BEARS S 87°18'34" E, A CHORD DISTANCE OF 73.33 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 29.44 FEET, AND WHOSE CHORD BEARS S 26°47'08" W, A CHORD DISTANCE OF 28.58 FEET;

THENCE S02°41'25" W, A DISTANCE OF 48.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°11'15", HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 26.42 FEET, AND WHOSE CHORD BEARS S 01°05'49" W, A CHORD DISTANCE OF 26.42 FEET;

THENCE S 00°29'48" E, A DISTANCE OF 15.55 FEET;

THENCE N 90°00'00" E, A DISTANCE OF 104.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°03'17", HAVING A RADIUS OF 227.00 FEET, AN ARC LENGTH OF 35.87 FEET, AND WHOSE CHORD BEARS N 18°01'06"E, A CHORD DISTANCE OF 35.84 FEET TO A POINT OF REVERSE CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°33'31", HAVING A RADIUS OF 133.00 FEET, AN ARC LENGTH OF 47.72 FEET, AND WHOSE CHORD BEARS N 12°15'59"E, A CHORD DISTANCE OF 47.47 FEET;

THENCE N 01°59'13" E, A DISTANCE OF 158.63 FEET;

THENCE N 02°46'30" W, A DISTANCE OF 23.36 FEET TO A POINT ON THE EAST LINE OF SAID TRACT G;

THENCE WITH SAID EAST LINE OF TRACT G, S 07°25'43"E, A DISTANCE OF 64.83 FEET;
THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, S12°15'03"E, A DISTANCE OF 78.86 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, S16°48'19" E, A DISTANCE OF 98.31 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, S 04°47'47" W, A DISTANCE OF 94.40 FEET;

THENCE CONTINUING WITH SAID EAST LINE OF TRACT G, S 27°22'40" W, A DISTANCE OF 143.51 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BENT GRASS MEADOWS DRIVE;

THENCE WITH SAID NORTH RIGHT OF WAY LINE, S89°30'12" W, A DISTANCE OF 191.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

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

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

THENCE CONTINUING WITH SAID NORTH RIGHT OF WAY LINE AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 65°45'45", HAVING A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 694.40 FEET, AND WHOSE CHORD BEARS S56°37'18" W, A CHORD DISTANCE OF 656.91 FEET;

THENCE S 23°44'26" W, A DISTANCE OF 247.83 FEET;

THENCE S 89°46'14" W, A DISTANCE OF 493.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, N 00°13'46"W, A DISTANCE OF 205.35 FEET TO THE POINT OF BEGINNING.

For Informational Purposes Only: 0000 Vacant Land, Peyton, CO 80831

APN: 5301000019

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1918894-IO

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. 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:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded July 2, 2019, as Reception No. 219074561. Deed recorded July 2, 2019, as Reception No. 219074560.

NOTE: If no conveyances were found in that 24-month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC IN AND TO THE
10. EASTERLY AND WESTERLY FEET OF SUBJECT PROPERTY BY REASON OF RESOLUTION OF BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887, IN ROAD BOOK A AT PAGE 78 WHICH PROVIDED FOR PUBLIC ROADS 60 FEET IN WIDTH BEING 30 FEET ON EITHER SIDE OF SECTION LINES ON THE PUBLIC DOMAIN.
11. RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED OCTOBER 30, 1895 IN BOOK 143 AT PAGE 167 AND RECORDED OCTOBER 5, 1896 IN BOOK 208 AT PAGE 20.
12. RIGHT-OF-WAY EASEMENT AS GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 9, 1964, IN BOOK 2033 AT PAGE 442.

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. RIGHT-OF-WAY AND/OR EASEMENT, GIVEN TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED, FOR ELECTRICAL, TELEPHONE, AND/OR TELEGRAPH PURPOSES, THE EXACT LOCATION OF WHICH IS NOT SPECIFIED, RECORDED JULY 13, 1967 IN [BOOK 2188 AT PAGE 810](#).
14. RESERVATION OF ALL REMAINING MINERAL RIGHTS BY GERALD L. HLTAKI AND MYRLE F. HLATKI AS CONTAINED IN DEED RECORDED NOVEMBER 20, 1978 IN [BOOK 3110 AT PAGE 614](#).
15. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE UPPER BLACK SQUIRREL CREEK GROUND WATER MANAGEMENT DISTRICT AS EVIDENCED BY THE FINAL ORDER AND DECREE RECORDED DECEMBER 11, 1979 IN [BOOK 3260 AT PAGE 701](#).
16. INCLUSION OF THE SUBJECT PROPERTY WITHIN THE FALCON FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENTS RECORDED DECEMBER 2, 1980 IN [BOOK 3380 AT PAGE 670](#) AND IN [BOOK 3380 AT PAGE 675](#) AND RECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 582](#) AND IN [BOOK 3404 AT PAGE 587](#).
17. THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED JULY 10, 2003, [AS RECEPTION NO. 203158843](#).
18. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMEN HILLS METROPOLITAN DISTRICT, RECORDED DECEMBER 12, 2003 AS [RECEPTION NO. 203286253](#) AND RECORDED JANUARY 23, 2004 AS [RECEPTION NO. 204013207](#), AND RECORDED FEBRUARY 11, 2011, AS [RECEPTION NO. 211015822](#).
19. THE EFFECT OF ORDER FOR INCLUSION OF REAL PROPERTY IN THE WOODMEN ROAD METROPOLITAN DISTRICT, RECORDED JANUARY 29, 2004, AS [RECEPTION NO. 204016142](#).
20. THE EFFECT OF RESOLUTION NO. 04-501, RECORDED JANUARY 24, 2005, AS [RECEPTION NO. 205011638](#).
21. EFFECTS OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED APRIL 5, 2005 AS [RECEPTION NO. 205048369](#) AND UNDER [RECEPTION NO. 205048370](#) AND [RECEPTION NO. 205048371](#).
22. ALL WATER AND WATER RIGHTS CONVEYED TO WOODMEN HILLS METROPOLITAN DISTRICT DESCRIBED IN THOSE SPECIAL WARRANTY DEEDS RECORDED APRIL 8, 2005 [AS RECEPTION NO. 205050350](#) AND [RECEPTION NO. 205050349](#).
23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 07, 2006, [AS RECEPTION NO. 206051091](#).
24. RESOLUTION NO. 07-133 REGARDING REZONING RECORDED MAY 30, 2007, AS [RECEPTION NO. 207072586](#).

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

25. RESOLUTION NO. 07-134 REGARDING REZONING RECORDED MAY 30, 2007, AS [RECEPTION NO. 207072587](#).
26. RESOLUTION NO. 07-135 REGARDING REZONING RECORDED MAY 30, 2007, AS [RECEPTION NO. 207072588](#).
27. BENT GRASS OVERALL PUD DEVELOPMENT PLAN MAP RECORDED JUNE 4, 2007 AS [RECEPTION NO. 207074523](#).
28. BENT GRASS PHASE ONE SITE-SPECIFIC PUD DEVELOPMENT PLAN RECORDED JUNE 4, 2007 AS [RECEPTION NO. 207074524](#).
29. RESOLUTION NO. 07-388 REGARDING BENT GRASS METROPOLITAN DISTRICT RECORDED SEPTEMBER 25, 2007 RECORDED SEPTEMBER 25, 2007 AS [RECEPTION NO. 207124524](#).
30. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENT GRASS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2007, RECORDED NOVEMBER 29, 2007 [AS RECEPTION NO. 207152168](#). NOTICE OF SPECIAL DISTRICT DISCLOSURE RECORDED DECEMBER 18, 2007 UNDER [RECEPTION NO. 207160587](#).
31. SPECIAL DISTRICT ANNUAL REPORT AND DISCLOSURE FORM, RECORDED AUGUST 07, 2013, [AS RECEPTION NO. 213101580](#).
32. RESOLUTION NO. 14-260, RECORDED JULY 23, 2014, AS [RECEPTION NO. 214065375](#).
33. RESOLUTION NO. 14-259, RECORDED JULY 23, 2014, AS [RECEPTION NO. 214065376](#).
34. BENT GRASS PLANNED UNIT DEVELOPMENT PLAN AMENDMENT, RECORDED JULY 30, 2014, AS [RECEPTION NO. 214068054](#).
35. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE AMENDMENT TO THE INCLUSION AGREEMENT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 22, 2019, [AS RECEPTION NO. 219055421](#).
36. RESOLUTION NO. 20-161, RECORDED MAY 1, 2020, AS [RECEPTION NO. 220059740](#).
37. GRANT OF RIGHT OF WAY RECORDED JUNE 10, 2020, AS [RECEPTION NO. 220080038](#).
38. ALL MATTERS SHOWN ON THE PLAT OF MAP RECORDED AUGUST 4, 2020 AS [RECEPTION NO. 220714559](#). ENGINEER'S STATEMENT RECORDED JANUARY 19, 2021 AS [RECEPTION NO. 221009917](#).
39. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS, (INCLUDING COMMON EXPENSES, FEES AND COSTS UNDER THE COMMON INTEREST OWNERSHIP ACT) EASEMENTS AND RESTRICTIONS, 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 DECEMBER 2, 2020, RECORDED DECEMBER 2, 2020 AS [RECEPTION NO. 220195623](#).

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

40. DEED OF TRUST FROM CHALLENGER COMMUNITIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF FIRSTIER BANK, TO SECURE \$10,270,000.00 RECORDED SEPTEMBER 22, 2020, AS RECEPTION NO. 220147758. DISBURSER'S NOTICE RECORDED SEPTEMBER 22, 2020 AS RECEPTION NO. 220147759.

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DISCLOSURES

File No.: 1918894-IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company dba Empire Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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

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

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

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

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

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

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

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

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

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

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

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

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

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

Stewart may collect personal information about you from:

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

Stewart may use your personal information for the following purposes:

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

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

- 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 pursuant to valid service provider agreements.
- 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 help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based 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.
- ~~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 throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in 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:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

Right to Limit Use of Your Personal Information

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

How Stewart Protects Your Personal Information

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

Contact Information

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

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- 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), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive 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 and sensitive information listed above from the following categories of sources:

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

Use of Personal and Sensitive Personal Information

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

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all 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 or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). 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 into 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:

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

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information 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

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) 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.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

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

Correction of Inaccurate Information

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

Limit the Use of Sensitive Personal Information

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

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. 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, if applicable.

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

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

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

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

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

Response Timing and Format

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

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

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. 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 and CPRA rights. Unless permitted by the CCPA or CPRA, 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.

Record Retention

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

Changes to This CCPRA & CPRA Notice

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

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

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

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

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

Email: Privacyrequest@stewart.com

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



URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company dba Empire Title, A Division of Stewart representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company dba Empire Title, A Division of Stewart representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company dba Empire Title, A Division of Stewart representative for verification. Always use a verified telephone number - never the number in the email with the wiring instructions.



Bent Grass Metropolitan District
614 N. Tejon St
Colorado Springs, CO 80903
7194471777

INVOICE

Invoice #: 64
Invoice Date: 06/17/22
Amount Due: \$0.00

Bill To:

Challenger Communities, LLC
8605 Explorere Dr, Ste 250
Colorado Springs, CO 80920

Due Date
06/17/22

Item	Description	Quantity	Price	Amount
Platting Fees	Falcon Meadows at Bent Grass Filing No. 2 - Platting Fee \$5500/ acres x 31.75 acres = \$174,625.00	31.75	\$5,500.00	\$174,625.00

Subtotal: \$174,625.00
Sales Tax: \$0.00
Total: \$174,625.00
Payments: \$174,625.00
Amount Due: \$0.00

To pay online, go to <https://app02.us.bill.com/p/bentgrassmetrodistrict>

PAID
1-24-2023
RPA

Actions

Payments Received

- Overview
- Inbox **2**
- Documents
- PAYABLES
 - Vendors
 - Approvals
 - Bills
 - Payments Out
- RECEIVABLES
 - Customers
 - Invoices
 - Payments In
- Reports
- Support
- International Payment
- Manage Expenses
- Settings
- Sign out

Details

Invoice Payment Information

CUSTOMER [Challenger Communities, LLC](#)
PAYMENT DATE 01/19/23
PAYMENT AMOUNT \$174,625.00
PAYMENT TYPE Check
BILL PAYMENT No
MEMO
STATUS Paid
REFERENCE NUMBER 050288
DEPOSIT TO [Undeposited Funds](#)
PAID TO [Herring Bank *****1277](#)

Invoices Paid with this Transaction

PAYMENT AMOUNT	INVOICE	PAYMENT TYPE	STATUS	CREDIT APPLIE
\$174,625.00	64	Check	Paid	No

Documents

YOU HAVE NO DOCUMENTS FOR THIS PAYMENT RECEIVED

Bent Grass Metropolitan District

Invoice

c/o Walker Schooler District Managers
614 N. Tejon Street

Date	Invoice #
6/17/2022	64

Bill To
Challenger Communities, LLC 8605 Explore Dr, Ste 250 Colorado Springs, CO 80920

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
31.75	Falcon Meadows at Bent Grass Filing No. 2 - Platting Fee \$5500/ acres x 31.75 acres = \$174,625.00	5,500.00	174,625.00
Total			\$174,625.00



EL PASO COUNTY TREASURER

1675 Garden of the Gods Road, Suite 2100
Colorado Springs, CO 80907
(719) 520-7900
Trsweb@elpasoco.com

[Exit](#)

Confirmation

Upon completion of the transaction, it could take at least 3 business days for the payment to be posted to our website.

Please keep a record of your Confirmation Number, or [print this page](#) for your records.

Confirmation Number **ELPELP000286248**

Payment Details

Description Treasurer's Office
Property Tax
<http://trs.elpasoco.com>

Payment Amount \$28,668.53

Service Fee \$1.50

Total Amount \$28,670.03

Payment Date 01/25/2023

Status SCHEDULED

Schedule Number 5301000019

Payment Option Full Amount

Payment Method

Bank Routing Number 103001469

Bank Name KIRKPATRICK BANK

Bank Account Number *9888

Bank Account Type Checking

Bank Account Category Business

Confirmation Email ap@challengerhomes.com



EL PASO COUNTY TREASURER

1675 Garden of the Gods Road, Suite 2100
Colorado Springs, CO 80907
(719) 520-7900
Trsweb@elpasoco.com

[Exit](#)

Confirmation

Upon completion of the transaction, it could take at least 3 business days for the payment to be posted to our website.

Please keep a record of your Confirmation Number, or [print this page](#) for your records.

Confirmation Number **ELPELP000286252**

Payment Details

Description Treasurer's Office
Property Tax
<http://trs.elpasoco.com>

Payment Amount \$1,733.41

Service Fee \$1.50

Total Amount \$1,734.91

Payment Date 01/25/2023

Status SCHEDULED

Schedule Number 5301201061

Payment Option Full Amount

Payment Method

Bank Routing Number 103001469

Bank Name KIRKPATRICK BANK

Bank Account Number *9888

Bank Account Type Checking

Bank Account Category Business

Confirmation Email ap@challengerhomes.com