

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 03/30/2021
File No: 83142ECS
Property Address: Vacant Land Curtis Road, Peyton, CO 80831
Buyer\Borrower: To Be Determined
Seller: Gorilla Capital CO Saddlehorn Ranch, LLC, a Colorado limited liability company

For changes and updates please contact your Title officer:

Kara DeMasters
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **KDeMasters@etinv.com**

Customer:
RE/MAX Real Estate Group
215 W. Rockrimmon Blvd.
Colorado Springs, CO 80919
Phone: 719-599-8500 Fax:
Attn: Sandra Lehmann
DELIVERED VIA: E-MAIL

Buyer:
To Be Determined
DELIVERED VIA: AGENT

Seller:
Gorilla Capital CO Saddlehorn Ranch, LLC, a
Colorado limited liability company
DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Thank you for using Empire Title of Colorado Springs, LLC.

Empire Title of Colorado Springs, LLC
INVOICE

Invoice #: 34188

Invoice Date: 3/30/2021

File Number: 83142ECS

Property Address: Vacant Land Curtis Road

Names: Gorilla Capital CO Saddlehorn Ranch, LLC, a Colorado limited liability company (Seller)

To Be Determined (Buyer)

To:

RE/MAX Real Estate Group
215 W. Rockrimmon Blvd.
Colorado Springs, CO 80919
Attention: Sandra Lehmann

Please remit to:

Empire Title of Colorado Springs, LLC
5555 Tech Center Drive, Suite 110
Colorado Springs, CO 80919
719-884-5300

Description	Amount	Qty	Total
Informational End	\$300.00	1	\$300.00
		Subtotal	\$300.00
		Tax @ 0 %	\$0.00
		Non Taxable Amt.	\$0.00
		Grand Total	\$300.00

Agent Premium: \$300.00
Underwriter Premium: \$0.00
Underwriter is Stewart Title Guaranty Company

Thank you!



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

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 Empire Title of Colorado Springs, LLC.
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 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



Frederick H. Eppinger
President and CEO

Authorized Signatory

Empire Title of Colorado Springs, LLC
(Company)
5555 Tech Center Drive, Suite 110
Colorado Springs, CO

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.

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired 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, the 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. 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.

STANDARD EXCEPTIONS

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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

- 1. Effective Date: **March 24, 2021, 7:30 am**
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **To Be Determined**
Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

<i>Informational End</i>	\$	300.00
Total:	\$	300.00

- 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:
Gorilla Capital CO Saddlehorn Ranch, LLC, a Colorado limited liability company
- 5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

****For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **Vacant Land Curtis Road, Peyton, CO 80831**
APN: **4300000601 et. al**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Kara DeMasters

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"**PARCEL A:**

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE S 89 DEGREES 21 MINUTES 33 SECONDS E, ALONG THE NORTH LINE OF SAID SECTION 3, 5275.27 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 00 DEGREES 04 MINUTES 45 SECONDS E, ALONG THE EAST LINE OF SAID SECTION 3, 1841.19 FEET; THENCE N 89 DEGREES 49 MINUTES 04 SECONDS W, 5280.38 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3; THENCE N 00 DEGREES 05 MINUTES 14 SECONDS E, ALONG SAID WEST LINE, 1883.39 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, IN SPECIAL WARRANTY DEEDS RECORDED JANUARY 29, 2015 AT [RECEPTION NO. 215008985](#) AND [RECEPTION NO. 215008986](#).

PARCEL B:

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N 00 DEGREES 05 MINUTES 14 SECONDS E, ALONG THE WEST LINE OF SAID SECTION 3, 1974.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, N 00 DEGREES 05 MINUTES 14 SECONDS E, 1649.14 FEET; THENCE S 89 DEGREES 49 MINUTES 04 SECONDS E, 5280.38 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3; THENCE S 00 DEGREES 04 MINUTES 45 SECONDS E, ALONG SAID EAST LINE, 1649.15 FEET; THENCE N 89 DEGREES 49 MINUTES 04 SECONDS W, 5285.17 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND LOCATED IN SECTION 3 AND SECTION 10, TOWNSHIP 13 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N 00

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DEGREES 05 MINUTES 14 SECONDS E, ALONG THE WEST LINE OF SAID SECTION 3, 327.11 FEET; THENCE S 89 DEGREES 49 MINUTES 04 SECONDS E, 5289.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 3; THENCE S 00 DEGREES 04 MINUTES 45 SECONDS E, ALONG SAID EAST LINE, 327.11 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE S 00 DEGREES 57 MINUTES 38 SECONDS W, ALONG THE EAST LINE OF SAID SECTION 10, 1320.52 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 10; THENCE N 89 DEGREES 48 MINUTES 49 SECONDS W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SAID SECTION 10, 5285.51 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 00 DEGREES 43 MINUTES 38" SECONDS E, ALONG THE WEST LINE OF SAID SECTION 10, 1320.06 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A PORTION OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE EAST LINE OF SAID SECTION 3, S00°42'25"E (BEARINGS ARE RELATIVE TO THE NORTH LINE OF SECTION 3, BEING MONUMENTED AT THE WESTERLY END BY A FOUND NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP IN A VAULT, STAMPED "PLS 17496", AND AT THE EASTERLY END BY A FOUND NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP IN A VAULT, STAMPED "LS 17496", AND MEASURED TO BEAR S89°59'26"E, A DISTANCE OF 5275.03 FEET), A DISTANCE OF 3490.37 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AT [RECEPTION NO. 213021177](#), IN THE OFFICIAL RECORDS OF EL PASO COUNTY, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE S00°42'25"E, CONTINUING ALONG THE WEST LINE OF THAT PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AT [RECEPTION NO. 213113100](#), IN SAID OFFICIAL RECORDS, A DISTANCE OF 1647.65 FEET, TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN THE QUIT CLAIM DEED RECORDED AT [RECEPTION NO. 213043391](#), IN SAID OFFICIAL RECORDS; THENCE S89°33'10"W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 5289.71 FEET, TO A POINT LYING ON THE WEST LINE OF SAID SECTION 3; THENCE ALONG SAID WEST LINE, N00°32'28"W, A DISTANCE OF 1645.40 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL, RECORDED AT [RECEPTION NO. 213021177](#), IN SAID OFFICIAL RECORDS; THENCE N89°31'43"E, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 5284.95 FEET, TO THE POINT OF BEGINNING.

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. **RESERVATION OF RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, AS SHOWN IN U.S. PATENTS OF RECORD.**
10. **ANY INTEREST WHICH MAY HAVE BEEN ACQUIRED BY THE PUBLIC REASON OF THE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS DATED AND RECORDED OCTOBER 3, 1887 IN ROAD BOOK A AT PAGE 78, WHICH PROVIDED THAT ALL SECTION LINES, TOWNSHIP LINES, AND RANGE LINES ON THE PUBLIC DOMAIN EAST OF THE RANGE LINE DIVIDING RANGE LINES 65 WEST AND 66 WEST 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.**

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11. 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 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 CREEK OR INDICATING ANY ALTERATIONS OF THE SAME AS FROM TIME TO TIME MAY HAVE OCCURRED.

12. ANY RIGHTS, INTEREST OR EASEMENTS IN FAVOR OF THE RIPARIAN OWNERS, THE STATE OF COLORADO, THE UNITED STATES OF AMERICA, OR THE GENERAL PUBLIC, WHICH EXIST, HAVE EXISTED, OR ARE CLAIMED TO EXIST IN AND OVER THE WATERS AND PRESENT AND PAST BED AND BANKS OF CREEK.
13. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT RECORDED MARCH 5, 1956 IN [BOOK 1556 AT PAGE 263](#).
14. RIGHT OF WAY EASEMENT AS GRANTED TO COLORADO INTERSTATE GAS COMPANY IN INSTRUMENT RECORDED NOVEMBER 19, 1971 IN [BOOK 2450 AT PAGE 586](#).
15. INCLUSION OF SUBJECT PROPERTY IN THE FALCON FIRE PROTECTION DISTRICT, AS EVIDENCED BY ORDER AND DECREE CREATING DISTRICT RECORDED DECEMBER 2, 1980 IN [BOOK 3380 AT PAGE 670](#) AND RERECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 587](#). NOTICE OF ORGANIZATION RECORDED DECEMBER 2, 1980 IN [BOOK 3380 AT PAGE 675](#) AND RERECORDED FEBRUARY 17, 1981 IN [BOOK 3404 AT PAGE 582](#).
16. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF EL PASO COUNTY TELEPHONE COMPANY, RECORDED JANUARY 29, 1982 IN [BOOK 3527 AT PAGE 176](#).
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 FEBRUARY 11, 1983 IN [BOOK 3673 AT PAGE 859](#).
18. THE EFFECT OF NOTICE CONCERNING UNDERGROUND FACILITIES OF THE MOUNTAIN VIEW /ELECTRIC ASSOCIATION, INC., RECORDED MAY 9, 1983 IN [BOOK 3718 AT PAGE 812](#).
19. THE EFFECT OF RESOLUTION NO. 00-260 (AMENDED) REGARDING ZONING, RECORDED AUGUST 16, 2000 AT [RECEPTION NO. 200097484](#) AND RE-RECORDED SEPTEMBER 12, 2000 AT

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RECEPTION NO. 200109261.

20. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN NOTICE OF COLORADO GROUND WATER COMMISSION'S FINDINGS AND ORDER RECORDED APRIL 2, 2004 AT [RECEPTION NO. 204053003](#), AT [RECEPTION NO. 204053004](#) AND AT [RECEPTION NO. 204053005](#).**
21. **THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE SANTA FE SPRINGS METROPOLITAN DISTRICT NOS. 2 AND 3, AS EVIDENCED BY INSTRUMENTS RECORDED SEPTEMBER 3, 2004 AT [RECEPTION NO. 204150551](#), NOVEMBER 16, 2004 AT [RECEPTION NO. 204189325](#), NOVEMBER 16, 2004 AT [RECEPTION NO. 204189326](#) AND RERECORDED FEBRUARY 9, 2005 AT [RECEPTION NO. 205019719](#), JANUARY 20, 2006 AT [RECEPTION NO. 206008981](#) AND MARCH 9, 2006 AT [RECEPTION NO. 206035399](#).**
22. **THE EFFECT OF RESOLUTION NO. 04-354 REGARDING SKETCH PLAN, RECORDED OCTOBER 4, 2004 AT [RECEPTION NO. 204166430](#).**
23. **THE EFFECT OF RESOLUTION NO. 04-498 REGARDING ZONING, RECORDED JANUARY 31, 2005 AT [RECEPTION NO. 205015065](#).**
24. **THE EFFECT OF RESOLUTION NO. 05-29 REGARDING ZONING, RECORDED MARCH 9, 2005 AT [RECEPTION NO. 205033562](#).**
25. **RIGHT OF WAY EASEMENT AS GRANTED TO WOODMEN HILLS PUBLIC FACILITIES AUTHORITY AND THE MERIDIAN SERVICE METROPOLITAN DISTRICT IN INSTRUMENT RECORDED NOVEMBER 17, 2005 AT [RECEPTION NO. 205184675](#).**
26. **THE EFFECT OF COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER, RECORDED SEPTEMBER 14, 2012 AT [RECEPTION NO. 212106856](#).**
27. **CONVEYANCE OF MINERAL AND WATER RIGHTS AND WELL PERMITS AS CONTAINED IN DEED'S RECORDED JANUARY 10, 2013 AT [RECEPTION NO. 213004374](#) AND RECORDED APRIL 3, 2013 AT [RECEPTION NO. 213043391](#).**
28. **CONVEYANCE OF WATER AND MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 14, 2013 AT [RECEPTION NO. 213021177](#).**
29. **CONVEYANCE OF WATER AND MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 14, 2013 AT [RECEPTION NO. 213033562](#)**
30. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 17-365 RECORDED DECEMBER 13, 2017 AT [RECEPTION NO. 217150662](#).**
31. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 17-370 RECORDED DECEMBER 13, 2017 AT [RECEPTION NO. 217150667](#).**

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32. **RESERVATION OF A NONPARTICIPATING ROYALTY INTEREST IN AND TO ALL MINERALS PRODUCED, SAVED OR SOLD FROM THE LAND AS CONTAINED IN DEED RECORDED JANUARY 31, 2018 AT [RECEPTION NO. 218011814](#).**
33. **ORDER FOR FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER QUIETING TITLE, JUDGMENT AND DECREE PERTAINING TO WATER RIGHTS RECORDED AUGUST 9, 2018 AT [RECEPTION NO. 218092294](#). FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT AND DECREE QUIETING TITLE RECORDED NOVEMBER 12, 2019 AT [RECEPTION NO. 219141703](#).**
34. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN WATER RIGHTS DEED RECORDED AUGUST 31, 2018 AT [RECEPTION NO. 218101995](#), AND ANY INTERESTS THEREIN OR RIGHTS THEREUNDER.**
35. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS AS CONTAINED IN LAND SURVEY PLAT, RECORDED DECEMBER 6, 2018 AT [RECEPTION NO. 218900213](#).**
36. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 19-144 RECORDED APRIL 24, 2019 AT [RECEPTION NO. 219042602](#).**
37. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SPECIAL WARRANTY WATER RIGHTS DEED RECORDED MAY 16, 2019 AT [RECEPTION NO. 219052390](#), AND ANY INTERESTS THEREIN OR RIGHTS THEREUNDER.**
38. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 19-282 RECORDED JULY 24, 2019 AT [RECEPTION NO. 219084855](#), AND RERECORDED JULY 31, 2019 AT [RECEPTION NO. 219087969](#).**
39. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 19-282 RECORDED AUGUST 9, 2019 AT [RECEPTION NO. 219092655](#), AND RERECORDED AUGUST 19, 2019 AT [RECEPTION NO. 219097308](#).**
40. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDER AND DECREE ORGANIZING THE SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1 RECORDED NOVEMBER 20, 2019 AT [RECEPTION NO. 219146504](#).**
41. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDER AND DECREE ORGANIZING THE SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 2 RECORDED NOVEMBER 20, 2019 AT [RECEPTION NO. 219146505](#).**
42. **TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ORDER AND DECREE ORGANIZING THE SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 3 RECORDED NOVEMBER 20, 2019 AT [RECEPTION NO. 219146507](#).**

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43. 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 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLEHORN RANCH RECORDED DECEMBER 23, 2019 AT [RECEPTION NO. 219162604](#).
44. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SPECIAL WARRANTY WATER RIGHTS DEED RECORDED MAY 4, 2020 AT [RECEPTION NO. 220060127](#) AND CORRECTION RECORDED DECEMBER 16, 2020 AT [RECEPTION NO. 220205324](#), AND ANY INTERESTS THEREIN OR RIGHTS THEREUNDER.
45. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 21-46 RECORDED FEBRUARY 9, 2021 AT [RECEPTION NO. 221025693](#).
46. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN RESOLUTION NO. 21-47 RECORDED FEBRUARY 9, 2021 AT [RECEPTION NO. 221025694](#).
47. ANY AND ALL UNRECORDED LEASES OR TENANCIES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH, OR UNDER SUCH LEASES OR TENANCIES.
NOTE: If this item is to be deleted from the final Owner's and Lender's Title Policies, please provide Affidavit of No Leases to this company.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded May 4, 2020 as [Reception No. 220060126](#).

Deed recorded May 4, 2020 as [Reception No. 220060127](#) and Correction recorded December 12, 2020 at [Reception No. 220205324](#).

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.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

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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 arbitration rules prior to the closing of the transaction.

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DISCLOSURES

File No.: 83142ECS

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 8-2-2, 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.

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.

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.

File No.: 83142ECS

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?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

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